



MASTER CONTRACT

Cover Page

Contract No.	
Effective Date	

	Name	Address for Notice	
Customer		Address	
		Telephone	
		Email	
		Attention	

LodgeLink	LodgeLink Inc.	Address	
		Telephone	
		Email	Copy: Legal Department Email: Legal@LodgeLink.com
		Attention	

Customer and LodgeLink have entered into this Master Contract so that the Parties may enter into transactions from time to time for the booking of accommodations at third party lodges.

By signing below each Party agrees to the terms of the Master Contract as of the Effective Date.

LodgeLink Inc.

Customer

Per: _____
Name:
Title:

Per: _____
Name:
Title:



Terms and Conditions

These Terms and Conditions apply to the booking of accommodations at third party lodges and form an integral part of the Master Contract and each Booking.

1. Interpretation

In addition to the terms defined elsewhere in this Master Contract, each term below will have the meaning set out next to it.

- Accommodation** includes the living quarters and ancillary services and amenities, provided by a Supplier at a Lodge.
- Business Day** a day other than Saturday, Sunday or recognized holiday on which business are generally closed in Calgary, Alberta.
- Booking** a reservation for Accommodation made by Customer and agreed to by LodgeLink using the Booking Form as described in s.2.
- Booking Form** the form attached to this Master Contract used to create a Booking.
- Booking Price** the total amount payable by Customer in respect of Accommodation as set out in a Booking, including GST and any applicable sales taxes and like fees.
- GST** the goods and services tax levied under Part IX of the *Excise Tax Act* (Canada), if applicable.
- Lodge** a property owned or operated by a Supplier offering Accommodation.
- Parties** Customer and LodgeLink, and "Party" means either one of them.
- Personnel** any employees, contractors or other representatives of Customer who will be using the Accommodation.
- Purchase Order** the mutually agreeable form of purchase order or approval for expenditure provided by Customer to LodgeLink when making a Booking.
- Supplier** a third-party owner or operator of the Accommodation.

2. Bookings

- (a) Customer may, from time to time, request a Booking by contacting LodgeLink with the details respecting the Accommodation needed. LodgeLink will provide Customer a completed Booking Form for the Accommodation based on availability and other details, and containing the Booking Price. If acceptable, the Parties will execute the Booking Form. Customer will provide a Purchase Order for the Booking Price at the same time as it delivers the signed Booking Form. The Purchase Order will be used to assist Customer in its internal accounting only and any terms or conditions contained in such Purchase Order will have no effect whatsoever on this Master Contract.
- (b) LodgeLink will purchase the Accommodation from Supplier and sell it to Customer as set out in the Booking. LodgeLink is not required to accept a request for a Booking provided by Customer and no commitment will exist until the Booking Form is executed by both Parties.
- (c) Each Booking, together with these Terms and Conditions, will form a separate transaction between the Parties.
- (d) Customer is responsible for providing LodgeLink with a minimum of 24 hours' notice for any changes or cancellations to a Booking. LodgeLink is not responsible for the unavailability of Accommodation as a result of Customer's failure to update or provide accurate information for a Booking. Customer will indemnify and hold harmless LodgeLink from any and all direct and indirect losses which LodgeLink may suffer by reason of Customer's failure to comply with this s.2.

3. Payment Terms

- (a) LodgeLink will invoice Customer for the portion of the Booking Price relating to the most recently completed calendar month, any overdue and outstanding amounts, and applicable interest. Customer will pay interest at a rate of 1.5% per month (18% per annum) until the date of payment on any overdue amounts. Customer shall be responsible for all costs and expenses including solicitor fees (on a solicitor and own client basis) incurred by LodgeLink in collecting overdue amounts. All invoiced amounts are payable in the local currency of the jurisdiction where the Accommodation is located.
- (b) Customer will pay LodgeLink invoiced amounts within 30 days' of the approved invoice date.
- (c) If Customer disputes an invoice, it will deliver a written notice to LodgeLink no later than 30 days' after the date of the applicable invoice providing a reasonably detailed description of each disputed item. Undisputed amounts will be paid as described above. Customer may withhold payment for disputed amounts until such dispute is resolved.
- (d) LodgeLink may offset any amounts owed (or to become due and payable) to Customer, whether under this Master Contract or otherwise, against any other amount owed (or to become due and payable) to it by Customer.

4. Suppliers

- (a) LodgeLink does not provide, own or control any of the Lodges. The Lodges are owned, controlled and made available by Suppliers. The Suppliers are responsible for the Lodges. LodgeLink has no liability for any issues regarding the Accommodation. Any issues regarding the Accommodation will be resolved by Customer directly with the Supplier.
- (b) Descriptions of Lodges are representative only and the appearance and amenities for particular Accommodation may differ from the Lodge description provided on the LodgeLink webpage or otherwise. LodgeLink is not responsible for changes to Lodge amenities or inconveniences as a result of Lodge conditions, construction, operations or other activities.
- (c) Additional terms of use may apply to the Accommodation and the Lodge. Customer agrees to abide by the rules for, and terms of use respecting the Accommodation and Lodge, including but not limited to, restrictions or prohibition of drugs, alcohol and firearms, and check-in and check-out times. Customer also acknowledges that a Supplier may require Personnel to sign a liability waiver prior to checking-in, using amenities or obtaining services.

Customer



5. Indemnity

In addition to any other indemnities provided for in this Master Contract, Customer will indemnify and hold harmless LodgeLink, its affiliates and their respective directors, officers and employees, representative, agents and contractors (the "Indemnitees") from any and all actions, injury, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of every kind and nature whatsoever, caused by the actions of Customer or the Personnel, whether due to intentional or negligent actions, in respect of, occurring at or resulting from Customer or Personnel's use of an Accommodation or a Lodge: (i) any damage to a Lodge (including contents, and real or personal property); (ii) any damage to property of third parties, including without limitation, property of other Lodge guests; and (iii) any injury or death to a person.

6. Limitation of Liability

Notwithstanding any other term of this Master Contract:

- (a) no recovery against LodgeLink on a claim of any kind shall exceed the total value of the applicable Booking; and
- (b) neither Party shall have any liability to the other for any consequential or indirect damages suffered by the other, with the exception of: (i) third party claims; (ii) environmental claims; or (iii) claims for liquidated damages.

7. Term

This Master Contract will remain in effect for four (4) years from the Effective Date.

8. Termination

- (a) If Customer is in breach of this Master Contract or any Booking, and Customer does not remedy such breach within 10 Business Days' of notice from LodgeLink, then LodgeLink may immediately terminate this Master Contract or any Booking. If LodgeLink terminates an upcoming Booking for which Customer has already made payment in full, then LodgeLink will refund the Booking Price subject to s.3(d).
- (b) Termination of this Master Contract will not affect the accrued rights or remedies of either Party.
- (c) Except as set out in s.8(a), the termination of this Master Contract will not affect any Booking made prior to the termination date and, with regard to performance of such Bookings, the terms and conditions of this Master Contract shall continue to apply.

9. Notices

- (a) Every notice or other communication to be given under this Master Contract must be in writing and sent by facsimile, mail or personal delivery to the other Party's Address for Notice, and is considered delivered when: (i) if sent by email, on the next Business Day following receipt of the email confirmation; (ii) if mailed, 5 Business Days following the date it was mailed; or (iii) if personally delivered, at the time of delivery if it is delivered before 4 p.m. on a Business Day, otherwise it will be deemed delivered on the next following Business Day.
- (b) If, at any time that a Party intends to provide a notice under this Master Contract, there is a postal labour disruption or other interruption that would reasonably be expected to impact delivery, it must deliver such notice to the other Party by an alternate manner contained in this Section.
- (c) Either Party may change its Address for Notice by providing written notice of such change to the other Party.

10. Governing Law

This Master Contract shall be construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of Canada applicable therein. Each Party hereto attorns to the jurisdiction of the Courts of the Province of Alberta and applicable Courts of Appeal.

11. General

This Master Contract constitutes the entire agreement between the Parties pertaining to the provision of Accommodations. No modification or waiver of this Master Contract in whole or in part is binding unless it is in writing and duly executed by each Party. No waiver of any provision in this Contract will constitute a waiver of any other provision, whether similar or not, or constitute a continuing waiver unless otherwise expressly provided. LodgeLink may assign this Master Contract in whole or in part upon notice to Customer. Where a conflict exists between the Terms and Conditions and Cover Page or a Booking, the provisions of the Terms and Conditions will take precedence. If any provision of this Master Contract is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability will attach only to such provision and all other provisions in this Master Contract will continue in full force and effect. Sections 3, 4, 5, 6, 8, 9, 10, 11 and 12 will survive the termination of this Master Contract and continue in full force and effect for the benefit of, and will be binding upon, the Parties. This Master Contract may be executed by the Parties using electronic copies in separate counterparts each of which when so executed and delivered will constitute one and the same document. This Master Contract shall enure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto

12. Language

The Parties have requested that this Master Contract and all documents and communications contemplated thereby or relating thereto be in the English language. Les Parties confirment avoir requis que cette Convention ainsi que tous les documents et communications qui y sont envisagés ou qui s'y rapportent soient rédigés en langue anglaise.

Customer