

Contract No.	WFSC-		
Effective Date			
Legal Name	Address for Notice		
Customer	Address		
	Telephone		
	Email		
	Attention		
LodgeLink	LodgeLink Inc.	Address	Suite 1000, 440 – 2nd Ave SW, Calgary, AB, T2P 5E9
		Telephone	1-844-590-5465
		Email	Copy: Legal Department Email: Legal@LodgeLink.com
		Attention	

## Terms and Conditions

### 1. Interpretation & Definitions

<b>Accommodation</b>	includes the living quarters, common areas, ancillary services and amenities, provided by a Supplier.
<b>Business Day</b>	a day other than Saturday, Sunday or recognized holiday on which businesses are generally closed in Calgary, Alberta.
<b>Booking</b>	a reservation for Accommodation made by Customer and agreed to by LodgeLink using the Booking Form as described in s.2 or using www.lodgeline.com.
<b>Booking Form</b>	the form attached to this Master Contract and/or forms completed on the LodgeLink website used to create a Booking.
<b>Booking Price</b>	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.
<b>GST</b>	the goods and services tax levied under Part IX of the <i>Excise Tax Act</i> (Canada), if applicable.
<b>Parties</b>	Customer and LodgeLink, and " <b>Party</b> " means either one of them.
<b>Personnel</b>	any employees, contractors or other representatives of Customer who will be using the Accommodation.
<b>Purchase Order</b>	the mutually agreeable form of purchase order or approval for expenditure provided by Customer to LodgeLink when making a Booking.
<b>Supplier</b>	a third-party owner or operator of the Accommodation.

### 2. Bookings

- a) Customer may, from time to time, request a Booking by providing LodgeLink with the details of the Accommodation needed through a completed Booking Form or a booking request on www.lodgeline.com. Once the Parties have confirmed availability, Booking Price, payment method and other details, the Parties will execute the Booking Form and/or LodgeLink will send the Customer an email confirmation of the Booking.
- b) LodgeLink will supply the Accommodation to the 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 or an email confirmation of the Booking is received by Customer from the LodgeLink website.
- 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.
- e) The Booking and utilization of hotel rooms generally attracts a variety of associated provincial/municipal tourism levies, development taxes and similar liabilities. When LodgeLink incurs such levies in the course of providing a hotel room booking to the Customer, LodgeLink will charge the cost of these levies to the Customer. These levies will be disclosed on the associated invoice as a separate line item entitled 'Other Fees'.

### 3. Payment Terms

- a) To complete a Booking, the Customer must provide a valid credit card and/or valid Purchase Order. If the validity of the Purchase Order can be immediately confirmed, no credit card will be required. If the validity of the Purchase Order submitted cannot be immediately confirmed, the credit card will be pre-authorized for the Booking Price. If the validity of the Purchase Order is confirmed prior to checkout, the Customer may choose to pay by credit card or Purchase Order. Any terms or conditions contained in such Purchase Order will have no effect whatsoever on this Master Contract.
- b) For Bookings paid by credit card:
  - i. LodgeLink will charge the Booking Price to the credit card provided on the day the last guest in a Booking checks out.
  - ii. If the Booking is longer than seven days, the credit card provided will be charged once a week for the Booking Price related to Accommodation provided to that point in time not yet paid.
  - iii. A 2.5% convenience fee will be added to the total invoice amount.
- c) For customers paying by Purchase Order:
  - i. LodgeLink will invoice the Customer for the portion of the Booking Price relating to the most recently completed calendar month, plus any overdue and outstanding amounts, and applicable interest.
  - ii. Customer will pay LodgeLink invoiced amounts within 30 days' of the approved invoice date.
  - iii. Customer may withhold payment for disputed amounts until such dispute is resolved, but will pay undisputed portions of an invoice.

within 30 days

- iv. Customer will pay interest at a rate of 1.5% per month (18% per annum) until the date of payment on any overdue amounts.
- v. 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.

**4. Suppliers**

- a) The Suppliers are responsible for the Accommodation. 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 Accommodation are representative only and the appearance and amenities for particular Accommodation may differ from the Accommodation description provided on the LodgeLink webpage or otherwise. LodgeLink is not responsible for changes to Accommodation amenities or inconveniences as a result of Accommodation conditions, construction, operations or other activities.
- c) Additional terms of use may apply to the Accommodation. Customer agrees to abide by the rules for, and terms of use respecting the Accommodation, 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.

**5. Indemnity**

- a) 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 Accommodation: (i) any damage to Accommodation (including contents, and real or personal property); (ii) any damage to property of third parties, including without limitation, property of other Accommodation 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 force unless otherwise terminated by either party with 30 days' written notice.

**8. Notices**

- a) Every notice or other communication to be given under this Master Contract must be in writing and sent by email, 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.

**9. 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.

**10. 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. 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. 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.

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 third party Accommodations.

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

**LodgeLink Inc.**

**Customer**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# Credit Application

## Business Contact Information:

Legal Company Name:		Parent Company:	
Trade Name:		Duns #:	
Line of Business:		Phone:	
E-mail:		Website:	
A/P Contact Name:		A/P Contact Phone:	
Primary Business Address:			

## Banking Information

Bank Name:		Contact Name:	
Bank Phone:		Bank Fax:	
Bank Address:			
Type of Account:		Deposit Account Number:	
Transit Number(5 digits):			

\* Credit application must be signed in accordance with the signing authorities at your designated bank. For example if you have two signing authorities both parties need to sign this credit application.

## Business/Trade References

\*Parent/Affiliated Companies are not eligible to be listed as a Trade Reference.

Company 1

Name:		Phone:	
Fax:		E-mail:	

Credit Application



Company 2

Name:		Phone:	
Fax:		E-mail:	

Company 3

Name:		Phone:	
Fax:		E-mail:	

Agreement

- 1) All invoices are to be paid 30 days from the date of the invoice.
- 2) Claims arising from invoices must be made within seven working days.
- 3) By submitting this application, you authorize LodgeLink Inc. to make inquiries into the banking and business/trade references that you have supplied, in connection with this credit application and at any time during our association.

Signatures

The credit application must be signed in accordance with the signing authorities at your designated bank. For example if you have two signing authorities both parties need to sign this credit application.

<p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	--



---

## LodgeLink Inc.

(Lodgeline.com)

### ELECTRONIC FUND TRANSFER (EFT) INFORMATION

---

**Bank Account Name:** LodgeLink Inc.  
**Institution Number:** 0001  
**Transit Number:** 00109  
**Account Number:** 1960190  
**Currency:** CAD  
**Remittance Advice sent to:** [AR@LodgeLink.com](mailto:AR@LodgeLink.com)

---

### WIRE TRANSFER INFORMATION

---

**Beneficiary Name:** LodgeLink Inc.  
**Beneficiary Address:** Suite 1000 440 2 Avenue SW Calgary, Alberta Canada T2P 5E9  
**Beneficiary Phone Number:** 1.844.590.5465  
**SWIFT Code (Canada-Domestic Wire):** BOFMCAM3  
**SWIFT Code (International Wire):** BOFMCAM2  
**Account Number:** 1960190  
**Currency:** CAD  
**Remittance Advice sent to:** [AR@LodgeLink.com](mailto:AR@LodgeLink.com)

---

For check payments, please make checks payable to **LodgeLink Inc.** and mail it to **Suite 1000, 440 2 Avenue SW Calgary, AB T2P 5E9.**

Please email [AR@LodgeLink.com](mailto:AR@LodgeLink.com) or call 1.844.590.5465 for any questions.



## Booking Form

Project quote number:		Date:	
Company:		Property name:	
Address:		Property location:	
<b>Attention:</b>	<b>Phone:</b>	<b>LodgeLink Representative:</b>	<b>Phone:</b>
<b>Room Type</b>	<b>Quantity</b>	<b>Room Rate</b>	
Executive (+150 sq ft with en suite)			
Jr. Executive (<150 sq ft with en suite)			
Suite (comes with kitchenette)			
Jack & Jill (shared washrooms)			
Craft (central private washrooms)			
Contracted value (taxes extra):			
Additional commercial terms:			
<b>Commencement date</b>			
Start: (hereinafter referred to as "the commencement date")		Additional notes:	
Contract term:			
<p><b>Acceptance</b> The Customer hereby accepts this contract and acknowledges that the Terms and Conditions of the Master Contract shall govern this Booking, including without limitation conditions as to credit approval by LodgeLink.</p>			
<b>Customer:</b>		<b>LodgeLink Inc.:</b>	
Company:			
Name:		Name:	
Title:		Title:	
Date:		Date:	
Email:		Email:	
Signature:		Signature:	