

## Participating Hotel Agreement

The following information forms the basis for participation in the hoteltravelrewards.com LLC (“HTR”) a hotel travel rewards program (“program”). This agreement between (\_\_\_\_\_) the (“participating hotel”) and HTR is effective (\_\_\_\_\_) for a period of one year, terminating on (\_\_\_\_\_). The *program* benefits are offered at the sole discretion of HTR, its subsidiaries and affiliates, the owners of the participating hotel and each of the foregoing entities' officers, directors, partners, employees and agents. The hotels currently participating in the *program* (see web site listing) are collectively, HTR hotels. Hotels may be added or deleted at the sole discretion of HTR. The *program* is subject to the terms and conditions (“terms”), which supersede all previous loyalty program rules and/or conditions.

These *terms* are intended to protect HTR and the *participating hotel*. The *terms* include the Program’s Privacy Policy the Internet Privacy Policy which governs the use of the data that is provided to the *participating hotel*. The *program’s terms* are governed by and are to be construed under the laws of the State of California, U.S.A. The *program terms* set forth herein supersede all prior *program terms*. Participation in the *program* is void if prohibited by applicable law. In no sense is participation in the *program* to be considered a partnership between HTR and the *participating hotel*, but merely to serve as *terms* relative to each entities responsibilities within the frame work of the agreement.

The *program* is operated and administrated by HTR, and on its behalf by the appropriate and *participating HTR hotels*. The rights and obligations of HTR under the *program* may be assigned or transferred by HTR to any other related or unrelated entity at any time, and performance thereafter shall be the responsibility of that entity. HTR rewards program membership is an exclusive membership privilege granted by HTR, and its benefits are offered at its sole discretion.

*Program* fees are determined in an effort to provide quality rewards to the membership, e-marketing to the participating hotels, membership development, hotel cross marketing opportunities and extensive planned marketing activities. HTR will invoice the *participating hotel* on the 1<sup>st</sup> day of each month a fee of \$25.00 per reservation delivered to the hotel within the previous month. The invoice will be based on the reservations delivered within the month, regardless of when the hotel stay occurs. Future credit will be provided for cancelled reservations as they occur. All outstanding program/reservation fee invoices must be paid by the 15<sup>th</sup> of the month the invoice is received. Delinquency of payment will result program suspension or termination. Early termination for non-payment will result in liquidated damages assessed by HTR (see section below).

The HTR marketing of *participating hotels* serves the program in a multi-functional manner, in that it provides existing members greater reward opportunities, while offering occupancy growth potential to the *participating hotels* by adding new hotels and new members from regions which will provide additional market share. Neither the *program* nor any benefit offered by the *program* creates, constitutes or gives rise to any legal or contractual rights by members against HTR and the *participating hotels*.

The use of Custom Hotel Administrator (CHA) is a designed opportunity for the *participating hotel* to utilize rate and occupancy management tools, when determining the hotel availability for loyalty reward members. HTR will install the program and train key personnel on its usage. All related costs, as well as installation costs for this program are included in the reservation fees.

In an effort to market the participating hotels the *participating hotel* agrees to provide HTR five (5) complimentary room nights per calendar year during the term of this agreement.

HTR and the *participating hotel* agree to contract each year room rates exclusively offered to and paid by HTR for the use of member redemption room stays. Invoices will be paid immediately to the hotel upon receipt by HTR. The contracted room rate for the first calendar year will be discussed between parties within the first 15days of receiving the signed contract from the *participating hotel*. Any increase in subsequent years contracted will not exceed 4%. Direct bill arrangements for HTR will be consistent with industry standards.

Nothing in the HTR *terms* is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between HTR and the participants mentioned therein.

In the event of fraud or abuse involving *participating hotels*, HTR will have the right to take appropriate administrative and/or legal action, including termination of *program* participation.

A small number of services and amenities are to made available to *HTR* members. These amenities are offered solely at the discretion of *HTR*, as agreed to by the individual *participating hotel*, and may change from time to time. Not all amenities or services are provided by all *participating hotels*. Should a member be improperly denied an amenity by a *participating hotel*, the hotel's liability will be limited to the equivalent value of that amenity as determined solely by *HTR*.

*HTR* standard amenities include; bronze tier members qualify for on-line hotel reservation and expedited check-in. This would be available to all qualifying bronze *HTR* members, who have room preference information and a valid credit card number on file in their account. Exclusive members-only offers may not be available to the public. Platinum tier amenities will include all amenities available to bronze tier members, plus an upgrade to next best room category at no charge, based on availability. If the reserved room type is not available at check-in, or in the event room upgrades are not available, members are to receive an upgrade to the best room available. Upgrade excludes suites. Black tier member amenities will include all bronze and platinum amenities, no blackout dates on availability, complimentary full American breakfast each morning of their stay, 72-hour guaranteed availability at all participating *HTR* hotels when reservations are made before midnight hotel local time, three days (72 hours) prior to intended arrival, **except during special events** that result in extraordinary room demand, as determined solely by the hotel. Guarantee applies to only one room occupied by the black tier member and to reservations made with a valid credit card. Please note that this guarantee does not apply to rates - if a rate for which is normally eligible is not available, the reservation will be subject to the hotel's prevailing rate for the accommodations requested. The member will not be charged more than the prevailing rate for the accommodation requested, and the member is not entitled to a rate less than the prevailing rate. Please also note that in some instances, the guarantee may be subject to booking conditions such as length of stay requirements. In the event the *member* does not arrive as scheduled, or does not call to cancel and obtain a cancellation number, the credit card will be billed for one night's room and tax. Reservation guarantee applies to reservations made with the hotel directly, and does not apply during publicly recognized events which result in extraordinary room demand as determined solely by the hotel, such as during major sporting events, New Year's Eve, etc.

<b>Membership Tier</b>	<b>Bronze Card</b>	<b>Platinum Card</b>	<b>Black Card</b>
<b>Qualifying Annual Nights</b>	<b>0 to 25 nights</b>	<b>26-to 60 nights</b>	<b>61 or more nights</b>

*HTR* will prepare monthly e-marketing promotions, offers and other communications to members as submitted by the participating hotels, including items from third parties. The items we send may be directed information provided to us and additional data we maintain. All *program* communications will be sent to the mailing address and/or e-mail address provided on the application form.

This agreement is entered into in good faith and with complete knowledge of all the stated terms and conditions as outlined, and noted in the Member Terms and Conditions as well as Privacy Policies found on the *HTR* website.

On behalf of;

\_\_\_\_\_  
 hoteltravelrewards.com LLC  
 \_\_\_\_\_  
 John Monestere  
 President  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 (legal name of participating hotel)  
 \_\_\_\_\_  
 (authorized name) \_\_\_\_\_  
 (title) \_\_\_\_\_  
 Date: \_\_\_\_\_