

# ***e-HotelRates.com***

Where your business counts

**e-HotelRates.com**  
1550 S. Indiana Ave.  
Chicago, IL 60605  
312-786-1111  
fax 312-786-1110  
hotel@e-HotelRates.com

e-HotelRates.com hereby agrees to provide an Online Reservation System to the Client from e-HotelRates.com's hosting servers. The Web Application provided by e-HotelRates.com is to allow the Client's Web Site to have live reservation function on its current and future Web Sites. e-HotelRates.com and the Client agree that e-HotelRates.com will provide the Client the ability to make information about the Client's accommodations available via the internet and that the Client shall accept reservations for such accommodations and rates on the internet via the e-HotelRates.com real-time reservation network ("System") on the terms and conditions listed on the back of this contract.

This Agreement is governed and interpreted in accordance with the laws of the State of Illinois. The parties agree that any dispute arising under this Agreement shall be resolved in the state or federal courts within the State of Illinois.

The scope of this Agreement, the performance requirements it places upon both parties, the services to be provided, and terms of payment are defined by and limited to this Agreement. No addition to, deletion from, or modification or amendment of this Agreement shall be valid unless it is given in writing by either party to the other. This Agreement supersedes any verbal agreements or understanding, and any differences between this Agreement and any verbal agreement or understanding shall be resolved in favor of this Agreement. Paragraph headings are included for convenience and are not to be used to interpret this Agreement.

## Terms and Conditions

1. **Date of Effectiveness.** This Agreement will become effective upon acceptance by e-HotelRates.com, as evidenced by email or fax confirmation sent by e-HotelRates.com to the Client with signature of both parties.
2. **Usage Fees.** The Client agrees to pay e-HotelRates.com a setup fee, a flat monthly fee and other transactional fees as agreed for the desired package as indicated on the Licensing Agreement Exhibit A. The Client agrees to pay e-HotelRates.com a one time set-up fee per hotel and/or resort property which includes all programming, coding, testing and training of the Client's staff plus the loading of initial default rates and allotments. Use of additional upgrades or packages is subject to applicable fees. e-HotelRates.com will be responsible for all hosting fees associated with maintaining the database on both secure and non-secure servers.
3. **The Client's Web Site.** The Client will maintain its own inventory and pricing on e-HotelRates.com.
4. **Information & Data Control.** With the state of the art Web Admin Tools, the Client has complete control of the rates, availability, minimum stay, currencies, discounts, packages, close out dates and other various functions. The Client is responsible for timely and accurately updating, and for the accuracy of, its room availability, rates and property information on the System. The Client recognizes full responsibility for over booking, invalid room rates/dates etc. e-HotelRates.com will assign the Client a password to access rates, orders, and other admin functions. The Client has ability to run reports, edit information and manage availability. The Client can update database as often as necessary. e-HotelRates.com will manage initial setup, programming, coding of the reservation database and biweekly back up of the database. The Client will be provided with a simple backup routine to download the reservation information (and to convert the reservation information into its own computer's file format, e.g., Excel etc.).
5. **Security.** e-HotelRates.com uses a VeriSign Secure Server Certificate from Computan. VeriSign has verified the organizational name and that e-HotelRates.com has the proof of right to use it. A Secure Socket Layer (SSL) session, is encrypted, protecting against disclosure to third parties while the Client's customers enter their information on the reservation site.

6. **Training and Support.** e-HotelRates.com shall provide training to a designated reservation staff member at no additional cost. Due to simplicity of the admin tools the training is provided in one day, e.g., suitable to the Client's reservation staff member. Should onsite training be necessary, the Client agrees to pay the expenses of one e-HotelRates.com employee for matters related to transportation, lodging, airfare, meals, and any miscellaneous expenses. Lodging expenses are for single occupancy hotel room and the meal per diem is \$60.00 per day.
7. **Payment Terms.** The Setup Fee and three months advanced Monthly Usage and License Fee must be paid in full prior to the Client's web site design. After payment is received, the Client's web site will be designed and operational within seven (7) business days.

The Client will receive an electronic invoice by the 1<sup>st</sup> of each month. The invoice will show the Monthly Usage and License Fee and the number of room nights sold on e-HotelRates.com for the previous month.

The Client agrees to pay this invoice in full within 30 days of receipt. The Client agrees to pay interest charges of 1 ½ per month on all invoices not paid within 30 days from invoice date. Failure in prompt payment will result in Hotel being removed from web site and reinstatement will be equal to the one-time setup fee.
8. **Right to Use System Information.** The Client acknowledges that e-HotelRates.com will compile certain information related to the usage of the System. Such information may include the volume of reservations booked on the System for a particular geographic region or class of accommodations, seasonal fluctuations in bookings and demographic profiles of the System's end users. The Client agrees that e-HotelRates.com is authorized to use, reproduce and generally make such information available to third parties in the aggregate, provided that the Client's information will never be individually identified or attributable to the Client.
9. **Authority.** The person entering into this Agreement on behalf of the Client represents to e-HotelRates.com that he or she has all requisite corporate power and authority to enter into this Agreement on behalf of the Client and that this Agreement will constitute the legal, valid and binding obligation of the Client.

10. **Indemnification.** The Client agrees that it shall defend, indemnify, save and hold e-HotelRates.com harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees asserted against e-HotelRates.com, its agents, its customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. The Client agrees to defend, indemnify and hold harmless e-HotelRates.com against liabilities arising out of any of the following:
  - a. any material supplied by the Client infringing or allegedly infringing on the proprietary rights of a third party; and
  - b. copyright infringement
  - c. any injury to person or property caused by any products sold or otherwise distributed in connection with Server service.
11. **Ownership of Intellectual Property:**
  - a. The Client represents to e-HotelRates.com and unconditionally guarantees that any elements of text, graphics, photos, design, copyrights, trademarks or other artwork furnished to e-HotelRates.com for inclusion in the Web Site Design are owned by the Client or the Client has written permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend e-HotelRates.com from any claim, suit, loss, expenses or cost arising from the use of such elements furnished by the Client, including reasonable attorney's fees.
  - b. All rights to the source code, work-up files and computer programs remaining the property of e-HotelRates.com. The Client retains ownership of all content and associated html code. And graphics, The Client also retains the ownership of all of the data. e-HotelRates.com also retains the right to display graphics, trade marks, service marks and other Web design elements as from the Client's online solution as example of their work in their respective portfolios.
12. **Force Majeure.** Except as otherwise provided in this Agreement, e-HotelRates.com shall be excluded from failure or delay in performance, and shall not be considered in breach of this Agreement, or be liable for any loss or damage suffered by the other including, without limitation, any damages for lost profits due to any failure or delay in performance caused by any act of God, fire, flood, war embargo, governmental action, strike or labor difficulties or any other cause of like or different kind beyond the reasonable control of e-HotelRates.com.