



**HOTEL PROPERTY PARTICIPATION AGREEMENT**

**THIS PROPERTY PARTICIPATION AGREEMENT (THIS "AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN PRICELINE.COM INCORPORATED ("PRICELINE"), HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 800 CONNECTICUT AVENUE, NORWALK, CONNECTICUT 06854 AND THE ENTITY IDENTIFIED ON THE PROPERTY INFORMATION FORM ATTACHED HERETO AS EXHIBIT A ("HOTEL"). THIS AGREEMENT IS EFFECTIVE AS OF THE DATE EXECUTED BY TRAVELWEB AND PRICELINE (THE "EFFECTIVE DATE").**

WHEREAS, Priceline is a provider of travel services, including without limitation, (a) an opaque hotel service, where the consumer commits to pay for the hotel room without knowing the identity of the hotel (the "Opaque Service"), (b) a vacation packages service where hotel rooms are reserved along with airline tickets, for one bundled price (the "Packages Service") and (c) a merchant hotel service operated by its wholly-owned subsidiary, Travelweb LLC ("Travelweb"), whereby hotel rates are marked-up by Travelweb (the "Merchant Service," and together with the Opaque Service and the Packages Service, the "Travel Services"), in each case through its websites on the worldwide web at, among others, www.priceline.com, www.travelweb.com, www.lowestfare.com, www.booking.com and www.hotelweb.com, as well as certain affiliate websites.

**1. TRAVEL SERVICES ELECTION.** Hotel hereby elects to participate in one or more of the Travel Services set forth below, as indicated by checkmark(s) and initials, and to be subject to the terms and conditions applicable to each such selected Travel Service.

**Initial and check below all that apply:**

- \_\_\_\_\_  The Opaque Service, subject to the terms and conditions attached hereto as Exhibit B.
- \_\_\_\_\_  The Packages Service, subject to the terms and conditions attached hereto as Exhibit C.
- \_\_\_\_\_  The Merchant Service, at a discount of at least 25% below Hotel's lowest published non-qualified retail rate, and subject to the other terms and conditions attached hereto as Exhibit D.

**2. TERM.** The term of this Agreement shall commence on the Effective Date and, unless terminated earlier as provided herein, shall continue for an initial term of three (3) years (the "Initial Term"). After the Initial Term, the Agreement shall be automatically extended until such time that either party provides not less than sixty (60) days prior written notice to the other of its intention to terminate the Agreement. In the event either party materially fails to perform or comply with this Agreement or any provision hereof and fails to remedy the default within thirty (30) days after the receipt of written notice to that effect, then the other party shall have the right, at its sole option and upon written notice to the defaulting party, to terminate this Agreement. The rights and remedies provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**3. INDEMNIFICATION.** Each party agrees to indemnify, defend, and hold harmless the other party and its successors, assigns, affiliates, directors, officers, employees, and agents from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of any third party claim related to (i) any death or personal injury, or any destruction of or damage to any real or tangible personal property, alleged to have been caused by or on behalf of the indemnifying party or its employees or agents, (ii) any infringement of a letters patent, a trade secret, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by statute, by common law, or by contract alleged to have occurred as a result of rights conveyed, materials provided, or work performed by or on behalf of the indemnifying party; or (iii) any use of Customer Data (as defined in Exhibit E) by such party, other than as permitted by this Agreement. Any party claiming indemnification pursuant to this Agreement will give the indemnifying party prompt written notice of any matters with respect to which this indemnity may apply, will give the indemnifying party full opportunity to control the response thereto and the defense thereof, and will provide reasonable cooperation and assistance in connection with the defense and/or settlement of the claim. However, the indemnified party may, at its own expense, participate in such defense and in any settlement discussions, either directly or through counsel of its choice.

**4. GENERAL.** The confidentiality agreement attached hereto as Exhibit E is hereby incorporated herein and made a part of this Agreement. Exhibit E and Section 3 of this Agreement shall survive termination or expiration of this Agreement. This Agreement shall be construed and controlled by the laws of the State of New York, and each party consents to jurisdiction by the state and federal courts sitting in New York, New York. Neither party may assign this Agreement, or any portion hereof, to any third party unless the other party expressly consents to such assignment in writing; provided, however, that such consent shall not be required in the event of a merger, consolidation, sale or other disposition of all or substantially all of the equity interests or assets of the assigning party. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their permitted transferees, successors and assigns.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative as of the dates indicated below.**

**PRICELINE.COM INCORPORATED**

By: \_\_\_\_\_  
 Terry Iacono  
 Senior VP – Hotel Client Relations  
 800 Connecticut Avenue  
 Norwalk, Connecticut 06854

Date: \_\_\_\_\_

**[ Insert Hotel Name ]**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT A  
Participating Property Information**

**1. GENERAL**

Chain \_\_\_\_\_ Brand or RSP: \_\_\_\_\_

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

Hotel Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Hotel Internet Address: \_\_\_\_\_

**2. PRIMARY CONTACT**

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**3. RESERVATIONS CONTACT (AT YOUR PROPERTY)**

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**4. HOTEL ACCOUNTING CONTACT**

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**5. GDS REPRESENTATION COMPANY (I.E. SYNXIS, UNIREZ, TRAVELCLICK, ETC.)**

Chain Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. TAX INFORMATION**

Please provide all applicable government taxes, including occupancy taxes, below.

Description	Amount	% or \$	Calculation (Per Person, Per Night, Per Room)
Tax/Fee 1: _____	_____	_____	_____
Tax/Fee 2: _____	_____	_____	_____
Tax/Fee 3: _____	_____	_____	_____

\*\*\*Please indicate if the taxes are calculated in a sequential order.

**1. HOTEL-IMPOSED MANDATORY FEE INFORMATION (ONLY IF APPLICABLE TO YOUR HOTEL)**

Does your hotel charge mandatory fees (i.e., non-optional fees such as resort fees)? If so, please provide us with your complete fee breakdown below (Example provided in Row 1).

Fee Description	Fee Amount		Calculation		Is Fee Taxable? Circle Yes or No	
			PRPN - Per Room Per Stay	PRPS - Per Room Per Stay	If Yes, Write in Amount	
(sample) <b>Resort Fee</b>	<b>\$10</b>	Circle one: % or \$	Calculation:	<b>PRPN</b>	Yes <b>by 1.2%</b>	No
		Circle one: % or \$	Calculation:		Yes	No
		Circle one: % or \$	Calculation:		Yes	No
		Circle one: % or \$	Calculation:		Yes	No
		Circle one: % or \$	Calculation:		Yes	No

Check here if your hotel does not charge any mandatory fees:

**Guest Rooms Amenities – Please check all that apply to ALL Rooms**

- Mandatory Fees? (Fees other than room rate/taxes and incidentals) If, so how much? \_\_\_\_\_
- Remote Control Color Television (premium channels)
- Direct Dial Telephone with Voicemail
- Free Local Calls
- Radio Alarm Clock
- CD/DVD Player
- Air Conditioning (individually controlled)
- In-room Iron and Ironing Board
- In-room Hairdryer
- In-room Coffee Maker
- In-room Safes  Safe at the Front Desk/Reception
- Upgraded Bed Mattress (Pillow Top Mattress)
- Upgraded Bed Linen
- Triple Sheet Bedding
- Upgraded Bath Amenities. Number of items \_\_\_\_\_
- Bathrobes
- High Speed Internet Access (Free: Y\_\_\_\_, N\_\_\_\_) If so what is the cost? \_\_\_\_\_
- Wireless WIFI (Free: Y\_\_\_\_, N\_\_\_\_) If so what is the cost? \_\_\_\_\_

**HOTEL AMENITIES – PLEASE CHECK ALL THAT APPLY**

- Complimentary Newspaper
- Dry Cleaning /Laundry Service
- Daily Housekeeping
- Evening Turndown Service
- 24-Hour Front Desk/Reception
- Business Services/Center (Fax, Photocopy, or Email)

- Public Areas High Speed Internet Access (Free: Y\_\_\_\_, N\_\_\_\_) If so what is the cost?\_\_\_\_\_
- Public Areas Wireless WIFI (Free: Y\_\_\_\_, N\_\_\_\_) If so what is the cost?\_\_\_\_\_
- Doorman
- Bellman/Porter/Bellboy
- Concierge (Full time Position)
- Parking Fee \_\_\_\_\_
- Valet Parking
- Fitness Center/Health Club (property)
- Pool (Indoor\_\_\_\_; Outdoor\_\_\_\_)
- Spa Facility (on property)List Services Provided:\_\_\_\_\_
- Gift Shop
- Restaurant. List hours available: Breakfast \_\_\_\_\_ Lunch \_\_\_\_\_ Dinner \_\_\_\_\_
- Room Service: If so, what are the hours of operation \_\_\_\_\_
- Resort Activities. Please provide \_\_\_\_\_
- Last Public Area Update \_\_\_\_\_
- Last Room Renovation Update \_\_\_\_\_

Hotel's Travelweb Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**EXHIBIT B**  
**Opaque Service Terms and Conditions**

1. **Rates.** Hotel shall make competitive rates available to Priceline for reservation by users of the Opaque Service (each, an "Opaque Customer"). Such rates shall be loaded by Hotel into the Worldspan SecuRate Hotel Program, or any other global distribution system ("GDS") designated by Priceline, using the Priceline plan codes identified for the Opaque Service. Hotel shall be responsible for the accuracy of all information loaded into any such GDS. In addition, such rates shall be lower than Hotel's lowest non-qualified rate and equal to or lower than any rates provided to any other travel website that makes rooms available in an opaque manner. Reservations made through the Opaque Service are non-cancelable except in extraordinary circumstances defined by Priceline, such as family death or natural disaster.
2. **Rooms.** The accommodations made available by Hotel through the Opaque Service shall be non-smoking preferred, double, triple or quad occupancy and of the same or higher quality as rooms being made available to the general public. Hotel shall return appropriate rates through the GDS, including extra person charges to accommodate the number of guests, whether double, triple or quad, as transmitted by Priceline in the availability request. Hotel shall ensure that the availability of Hotel accommodations in the Opaque Service is equal to or greater than the accommodations made available by Hotel to any other travel website that makes rooms available in an opaque manner.
3. **Payment.** Priceline will provide Hotel with a unique Priceline credit card to charge for each individual reservation booked through the Opaque Service. The unique credit card number will be transmitted by Priceline in the "Guarantee/Deposit" field of each such reservation and this shall serve as Priceline's authorization for Hotel to charge such credit card (no further authorization will be provided). Hotel shall only apply charges to such unique credit card for room and taxes for the specific corresponding reservation. If Hotel fails to charge the appropriate Priceline credit card within 180 days after the Opaque Customer's checkout, the credit card will be deactivated and Hotel shall not assert any claim against Priceline with respect to that reservation. Hotel shall not bill any Opaque Customer for an Opaque Service reservation. Any improper use of unique credit card that is not consistent with payment policy will result in a chargeback by Priceline to Hotel. Hotel shall not remit commission payments on bookings made through the Opaque Service, and any commissions so remitted will not be refunded. In addition, Priceline will provide to Hotel electronically via the applicable GDS, the Opaque Customer's name, arrival and departure dates, the unique credit card number and Priceline's Hotel Request number for each Opaque Service reservation.
4. **Guaranteed Availability.** Opaque Service reservations are pre-paid reservations and Opaque Customers shall be guaranteed availability upon arrival for the number of rooms and occupancy requested in the reservation sent to Hotel through the GDS and confirmed by Hotel at time of booking. In the event that a reservation booked through the Opaque Service is not available for any reason, Hotel shall immediately (a) notify Priceline of such unavailability, (b) locate alternative accommodations of equal or higher Star Quality within the same Geographic Zone and (c) bear any and all costs associated with relocating the Opaque Customer to such alternative accommodations including but not limited to, room and tax for the first night, any transportation costs necessitated by the displacement of the Opaque Customer and any rate differential from the original rate booked. In no event shall Hotel relocate an Opaque Customer to another property if Hotel has a room available at any rate. If an Opaque Customer arrives at Hotel after the check-in date, but prior to the check-out date, and Hotel has a room available, Hotel shall accommodate the Opaque Customer for the remainder of the original reservation. The Opaque Customer shall not be entitled to a refund for any portion of such reservation. If Hotel is sold out, Hotel shall not be entitled to payment from Priceline or the Opaque Customer for any date after the Opaque Customer attempted to check-in.
5. **Taxes and Fees.** Priceline stores applicable government taxes, including occupancy taxes, in its hotel database for the Opaque Service. Hotel shall be responsible for providing Priceline with updated tax information on an on-going basis, as well as an accurate calculation of any Hotel-imposed mandatory fees. Hotel shall not collect local taxes and occupancy taxes from Opaque Customers, and shall charge the Priceline credit card for applicable government taxes. If applicable, Hotel shall continue to collect any resort fees or other types of unique Hotel fees directly from Opaque Customers unless otherwise notified by Priceline.
6. **Other Hotel Obligations.** Hotel shall ensure that all front-desk, reservation and accounting personnel are properly informed and familiar with the Opaque Service and Hotel shall bear responsibility for any improperly handled Opaque Customers. In the event Hotel is closed (due to sale, renovation or otherwise), Hotel shall ensure that all remaining future Opaque Service reservations are honored by a nearby hotel of equal or higher quality. Hotel shall notify Priceline in advance of any flag, brand or management changes, and shall ensure that any advance deposits or future Opaque Service bookings are carried over to the new owner's property management and central reservations systems. If an Opaque Service reservation is canceled due to extraordinary circumstances, Hotel shall be entitled to retain payment for the first night of the reservation only, and shall promptly refund Priceline for the amount of any remaining nights.
7. **Other Priceline Obligations.** Priceline does not charge a fee for Hotel participation in the Opaque Service. Priceline shall not reveal Hotel participation to the general public or to other hotels participating in the Opaque Service (it being understood that Priceline will reveal Hotel's identity to an Opaque Customer upon booking a room at Hotel through the Opaque Service). Determination of Hotel's quality level ("Star Quality") and mapping location ("Geographic Zone") for purposes of the Opaque Service shall be made by Priceline in its sole discretion.
8. **Termination.** Either Hotel or Priceline may terminate Hotel's participation in the Opaque Service at any time and for any reason. In the event of termination of Hotel's participation in the Opaque Service, Hotel shall honor, in accordance with these Terms and Conditions, all reservations made through the Opaque Service prior to the effectiveness of such termination.

**EXHIBIT C**  
**Packages Service Terms and Conditions**

1. **Rates.** Hotel shall make competitive rates available to Priceline for reservation by users of the Packages Service (each a "Packages Customer"), including rates provided for the Opaque Service if Hotel participates in the Opaque Service. Such rates shall be loaded by Hotel into the Worldspan SecuRate Hotel Program, or any other global distribution system ("GDS") designated by Priceline, using the appropriate Priceline plan codes. Hotel shall be responsible for the accuracy of all information loaded into any such GDS. In addition, such rates shall be lower than Hotel's lowest non-qualified rate and equal to or lower than any rates provided to any other travel website that makes rooms available packaged with another product or service, such as an airline ticket. Priceline shall have the right to cancel reservations made through the Packages Service in extraordinary circumstances defined by Priceline, such as family death or natural disaster.
2. **Rooms.** The accommodations made available by Hotel through the Packages Service shall be non-smoking preferred, double, triple or quad occupancy and of the same or higher quality as rooms being made available to the general public. Hotel shall return appropriate rates through the GDS, including extra person charges to accommodate the number of guests, whether double, triple or quad, as transmitted by Priceline in the availability request. Hotel shall ensure that the availability of Hotel accommodations in the Packages Service is equal to or greater than the accommodations made available by Hotel to any other travel website that makes rooms available packaged with another product or service, such as an airline ticket.
3. **Payment.** Priceline will provide Hotel with a unique Priceline credit card to charge for each individual reservation booked through the Packages Service. The unique credit card number will be transmitted by Priceline in the "Guarantee/Deposit" field of each such reservation and this shall serve as Priceline's authorization for Hotel to charge such credit card (no further authorization will be provided). Hotel shall only apply charges to such unique credit card for room and taxes for the specific corresponding reservation. If Hotel fails to charge the appropriate Priceline credit card within 180 days after the Packages Customer's checkout, the credit card will be deactivated and Hotel shall not assert any claim against Priceline with respect to that reservation. Hotel shall not bill any Packages Customer for a Packages Service reservation. Any improper use of unique credit card that is not consistent with payment policy will result in a chargeback by Priceline to Hotel. Hotel shall not remit commission payments on bookings made through the Packages Service, and any commissions so remitted will not be refunded. In addition, Priceline will provide to Hotel electronically via the applicable GDS, the Packages Customer's name, arrival and departure dates and the unique credit card number for each Packages Service reservation.
4. **Guaranteed Availability.** Packages Service reservations are pre-paid reservations and Packages Customers shall be guaranteed availability upon arrival for the number of rooms and occupancy requested in the reservation sent to Hotel through the GDS and confirmed by Hotel at time of booking. In the event that a reservation booked through Packages Service is not available for any reason, Hotel shall immediately (a) notify Priceline of such unavailability, (b) locate alternative accommodations of equal or higher Star Quality within the same Geographic Zone and (c) bear any and all costs associated with relocating the Packages Customer to such alternative accommodations including but not limited to, room and tax for the first night, any transportation costs necessitated by the displacement of the Packages Customer and any rate differential from the original rate booked. In no event shall Hotel relocate a Packages Customer to another property if Hotel has a room available at any rate. If a Packages Customer arrives at Hotel after the check-in date, but prior to the check-out date, and Hotel has a room available, Hotel shall accommodate the Packages Customer for the remainder of the original reservation. The Packages Customer shall not be entitled to a refund for any portion of such reservation. If Hotel is sold out, Hotel shall not be entitled to payment from Priceline or the Packages Customer for any date after the Packages Customer attempted to check-in.
5. **Taxes and Fees.** Priceline stores applicable government taxes, including occupancy taxes, in its hotel database for the Packages Service. Hotel shall be responsible for providing Priceline with updated tax information on an on-going basis, as well as an accurate calculation of any Hotel-imposed mandatory fees. Hotel shall not collect local taxes and occupancy taxes from Packages Customer, and shall charge the Priceline credit card for applicable government taxes. If applicable, Hotel shall continue to collect any resort fees or other types of unique Hotel fees directly from Packages Customer unless otherwise notified by Priceline.
6. **Other Hotel Obligations.** Hotel shall ensure that all front-desk, reservation and accounting personnel are properly informed and familiar with the Packages Service and Hotel shall bear responsibility for any improperly handled Packages Customer. In the event Hotel is closed (due to sale, renovation or otherwise), Hotel shall ensure that all remaining future Packages Service reservations are honored by a nearby hotel of equal or higher quality. Hotel shall notify Priceline in advance of any flag, brand or management changes, and shall ensure that any advance deposits or future Packages Service bookings are carried over to the new owner's property management and central reservations systems. If a Packages Service reservation is canceled, Hotel shall be entitled to retain payment for the first night of the reservation only, and shall promptly refund Priceline for the amount of any remaining nights.
7. **Other Priceline Obligations.** Priceline does not charge a fee for Hotel participation in the Packages Service. Determination of Hotel's quality level ("Star Quality") and mapping location ("Geographic Zone") for purposes of the Packages Service shall be made by Priceline in its sole discretion.
8. **Termination.** Either Hotel or Priceline may terminate Hotel's participation in the Packages Service at any time and for any reason. In the event of termination of Hotel's participation in the Packages Service, Hotel shall honor, in accordance with these Terms and Conditions, all reservations made through the Packages Service prior to the effectiveness of such termination.



**EXHIBIT D**  
**Merchant Service Terms and Conditions**

**1. Merchant Rates and Availability.**

- (a) Hotel shall make competitive rates available to Travelweb for reservation by users of the Merchant Service (each, a "Merchant Customer") in accordance with the Standard Operating Procedures, as defined herein (the "Merchant Rates"). Hotel shall be active in the Pegasus Online Distribution Database and Merchant Rates shall be loaded by Hotel into the Pegasus Online Distribution Database ("Pegasus"), using a Travelweb merchant rate code. Hotel shall be responsible for the accuracy of all information loaded into Pegasus. All Merchant Rates shall be loaded into Pegasus exclusive of taxes, fees and surcharges.
- (b) Hotel shall make Merchant Rates available to Travelweb at a discount of at least 25% below Hotel's lowest published non-qualified retail rate. Furthermore, Merchant Rates shall be made available to Travelweb at prices, discounts and availability that are equal to or better than those made available by Hotel to any other Internet travel channel, including Hotel's own website (each, a "Competitive Site").
- (c) Travelweb may, in its reasonable discretion, attach additional terms and conditions to Merchant Rates provided by Hotel so long as any such additional terms and conditions do not create or increase any obligation or cost to Hotel.
- (d) In no event shall Hotel disclose a Merchant Rate to a Merchant Customer.
- (e) Travelweb shall be entitled to mark-up or add a fee to any Merchant Rate offered to Merchant Customers and any such mark-up or fee shall be retained by Travelweb and no payment shall be due to Hotel with respect to any such mark-up or fee.

**2. Payment.** Travelweb will provide Hotel with a unique Travelweb credit card to charge for each individual reservation booked through the Merchant Service. The unique credit card number will be transmitted by Travelweb in the "Guarantee/Deposit" field of each such reservation and this shall serve as Travelweb's authorization for Hotel to charge such credit card (no further authorization will be provided). Hotel shall only apply charges to such unique credit card for room and taxes for the specific corresponding reservation. Travelweb's unique credit card is restricted to processing transactions from merchants with established category codes designated by Master Card as "hotel miscellaneous" or "hotel chain" lodging codes. If Hotel fails to charge the appropriate Travelweb credit card within 180 days after the Merchant Customer's checkout, the credit card will be deactivated and Hotel shall not assert any claim against Travelweb with respect to that reservation. Hotel shall not bill any Merchant Customer for a Merchant Service reservation. Any improper use of unique credit card that is not consistent with payment policy will result in a chargeback by Travelweb to Hotel. In addition, Travelweb will provide electronically via Pegasus, the Merchant Customer's name, arrival and departure dates and the unique credit card number for each Merchant Service reservation.

**3. Standard Operating Procedures.** Travelweb will pass Merchant Rate reservations to Hotel in accordance with Travelweb's standard operating procedures (the "Standard Operating Procedures"). Hotel agrees and acknowledges that it has received the Standard Operating Procedures, the terms of which are incorporated into these Terms and Conditions and made a part hereof. Hotel shall implement and adhere to the Travelweb policies set forth in the most recent version of the Standard Operating Procedures and ensure that all such policies and procedures are followed by front-desk, reservations and accounting personnel in the handling of and interaction with Merchant Customers. Travelweb may modify the Standard Operating Procedures from time to time upon reasonable notice to Hotel.

**4. Cancellations.** Merchant Rate reservations are subject to cancellation penalties and are non-transferable/non-changeable. Hotel shall not change dates or cancel any Merchant Rate reservation unless directed otherwise by Travelweb. Requests by Merchant Customers to change or cancel a Merchant Rate reservation shall be directed to Travelweb or the website through which such Merchant Rate reservation was booked. Individual reservation cancellations must be received a minimum of forty-eight (48) hours prior to the arrival date in order to avoid cancellation penalty. Cancellations received within 48 hours prior to 12:00 pm local hotel time on day of arrival are subject to the first night's room and tax charge, which shall be charged to the Travelweb credit card on which the reservation was billed. In the event that a Merchant Rate reservation is cancelled due to extraordinary circumstances defined by Travelweb (such as family death or natural disaster), Travelweb may elect to refund the Merchant Customer in full and Hotel shall not be entitled to payment for such Merchant Rate reservation. Hotel shall ensure that its cancellation policies applicable to Travelweb (including time periods and fees) shall be at least as favorable to Merchant Customers as its cancellation policies which are applicable to any Competitive Site. Hotel shall not charge any penalty for system errors.

**5. Guaranteed Availability.** Merchant Service reservations are pre-paid reservations and Merchant Customers shall be guaranteed availability upon arrival for the number of rooms and occupancy requested in the reservation sent to Hotel through the GDS and confirmed by Hotel at time of booking. Hotel shall guarantee the rate, occupancy and room type confirmed at the time of booking. In the event that a reservation booked through Merchant Service is not available for any reason, Hotel shall immediately (a) notify Travelweb of such unavailability, (b) locate substantially similar alternative accommodations of equal or higher Star Quality within the same Geographic Zone and (c) bear any and all costs associated with relocating the Merchant Customer to such alternative accommodations including but not limited to, room and tax for the first night, any transportation costs necessitated by the displacement of the Merchant Customer and any rate differential from the original rate booked. In no event shall Hotel relocate a Merchant Customer to another property if Hotel has a room available at any rate. If a Merchant Customer arrives at Hotel after the check-in date, but prior to the check-out date, and Hotel has a room available, Hotel shall accommodate the Merchant Customer for the remainder of the original reservation. The Merchant Customer shall not be entitled to a refund for any portion of such

reservation. If Hotel is sold out, Hotel shall not be entitled to payment from Priceline or the Merchant Customer for any date after the Merchant Customer's attempted to check-in.

6. **Taxes and Fees.** Travelweb stores applicable government taxes, including occupancy taxes, in its hotel database for the Merchant Service. Hotel shall be responsible for providing Travelweb with updated tax information on an on-going basis, as well as an accurate calculation of any Hotel-imposed mandatory fees. Hotel shall not collect local taxes and occupancy taxes from Merchant Customers, and shall charge the Travelweb credit card for applicable government taxes. If applicable, Hotel shall continue to collect any resort fees or other types of unique Hotel fees directly from Merchant Customers unless otherwise notified by Travelweb.
7. **Commissions.** Hotel shall not remit commission payments on bookings made through the Merchant Service, and any commissions so remitted will not be refunded. In the case of reservations booked at commissionable retail rates, Hotel shall pay Travelweb a commission of not less than 10% of the net booking revenue from the reservation of rooms at published rates during the previous month, or if higher, the commission percentage payable to any Competitive Site in connection with the reservations of rooms at published rates. In the event that Hotel pays a commission less than 10% or does not pay a commission at all, Travelweb may deactivate Hotel from non-Merchant bookings.
8. **Other Hotel Obligations.** In the event Hotel is closed (due to sale, renovation or otherwise), Hotel shall ensure that all remaining future Merchant Service reservations are honored by a nearby hotel of equal or higher quality. Hotel shall notify Travelweb in advance of any flag, brand or management changes, and shall ensure that any advance deposits or future Merchant Service bookings are carried over to the new owner's property management and central reservations systems.
9. **Other Travelweb Obligations.** Determination of Hotel's quality level ("Star Quality") and mapping location ("Geographic Zone") for purposes of the Merchant Service shall be made by Travelweb in its sole discretion.
10. **Termination.** Either Hotel or Priceline may terminate Hotel's participation in the Merchant Service at any time and for any reason. In the event of termination of Hotel's participation in the Merchant Service, Hotel shall honor, in accordance with these Terms and Conditions, all reservations made through the Merchant Service prior to the effectiveness of such termination.



**EXHIBIT E**  
**Confidentiality Agreement**

**1. Confidentiality.**

- (a) "Confidential Information" shall mean any information concerning any of the parties hereto (whether prepared by a party, its advisors or otherwise) or the performance of this Agreement which is or has been previously furnished to any party receiving such information (the "Receiving Party") by or on behalf of a party in connection with the subject matter of this Agreement, including, but not limited to, any financial data, notes, summaries, reports, analyses or other materials derived in whole or in part from such information, and, if in writing, is either clearly marked "confidential" or the like or is otherwise identified to the Receiving Party to be non-public and confidential, or which the Receiving Party would reasonably expect to be considered confidential and non-public; provided, that notwithstanding any failure to so identify it, all financial reports, business plans, information regarding volumes or projections of a party or any information provided or discussed during a meeting of the parties in connection with the subject matter of this Agreement will be deemed to be Confidential Information. The term "Confidential Information" does not include information which (i) is already in the possession of a Receiving Party prior to disclosure by the party disclosing such information (the "Disclosing Party"), provided that such information is not known by such Receiving Party to be subject to another confidentiality agreement with or other obligation of secrecy to the Disclosing Party or another party, or (ii) becomes generally available to the public other than as a result of a disclosure by a Receiving Party, its employees, agents or advisors, or (iii) becomes available to a party from a source other than the Disclosing Party or its advisors, provided that such source is not known to be bound by a confidentiality agreement with or other obligation of secrecy to such Disclosing Party with respect to such information, or (iv) which may be used or disclosed by any party pursuant to the express provisions of this Agreement.
- (b) Each party hereby agrees that the Confidential Information will be used solely in connection with the performance of this Agreement, and that Confidential Information will be kept confidential by each party. Notwithstanding the foregoing, (i) any such information may be disclosed to a Receiving Party's partners, employees, officers, directors, advisors and the representatives of its advisors (collectively, "Representatives") who are involved in the negotiation or performance of this Agreement and need to know such information for the purpose of evaluating issues relating to this Agreement (it being understood that a Receiving Party's Representatives shall be informed by the Receiving Party of the confidential nature of such information and shall be directed by the Receiving Party to treat such information confidentially), (ii) Confidential Information may be disclosed pursuant to subsection (c) below, and (iii) any disclosure of Confidential Information may be made to which the Disclosing Party consents in writing.
- (c) Each party agrees to be responsible for any breach of this Agreement by its Representatives. If any Receiving Party or any of its Representatives are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, it shall provide the Disclosing Party with prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained or such Disclosing Party waives compliance with the terms hereof, the Receiving Party agrees to furnish only that portion of the Confidential Information which Receiving Party is advised by its counsel is legally required and to exercise its reasonable efforts to obtain assurances that confidential treatment will be accorded such Confidential Information.
- (d) In addition, without the prior written consent of each other party, each party agrees not to, and will direct its Representatives not to, disclose to any person any of the terms, conditions or other facts with respect to the terms of this Agreement, except (i) to confirm that such party is a party to this Agreement, and (ii) as may be necessary or advisable, in confidential communications with third parties, in order to proceed with the obligations of either party pursuant to this Agreement.
- (e) Each party agrees that the other party shall be entitled to equitable relief, including injunction, in the event of any breach of the provisions of this Agreement and that each party shall not raise as a defense or an objection to the request for or granting of such relief that any breach of the provisions of this Agreement is or would be compensable by an award of monetary damages.
- (f) Neither party nor any of its Representatives have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information. Neither party nor any of its Representatives shall have any liability to any party or any of its Representatives resulting from the use of the Confidential Information.

**2. Customer Data.** Each party agrees that it shall own the data furnished to it directly by a user of the Travel Services either during the booking process or during a stay at Hotel, as applicable ("Customer Data"). With respect to any Customer Data that is transmitted from one party to the other, the transmitting party hereby grants the receiving party a non-exclusive, royalty free right and license to use such Customer Data for any legitimate business purpose related directly to this Agreement, *provided, however,* that (i) such use complies with all applicable laws, rules and regulations and the transmitting party's privacy policy; (ii) any disclosures to third parties are made under confidentiality obligations no less protective than those set forth herein; and (iii) any communication sent to the transmitting party's customer shall be transactional in nature only, and shall not contain any marketing materials or message.

**3. Press Releases.** Neither party shall issue or permit the issuance of any press release or other public statement regarding this Agreement or the parties' relationship without the prior approval of the other party.