



PROPERTY PARTICIPATION AGREEMENT

- PARTIES:** This Property Participation Agreement ("**Agreement**") is entered into as of _____, 20____ (the "**Effective Date**"), by the following parties (collectively, the "**Parties**" and individually, a "**Party**"): Florida Restaurant and Lodging Association and Emagineering, LLC (Florida Restaurant & Lodging Association and Emagineering, LLC are referred to in this Agreement as the "**Companies**" and individually as a "**Company**"); and _____ (Legal name of owner/lessee/operator of the property), a _____, (Legal entity form of owner/lessee/operator and state of formation) doing business as _____ (name of the property) ("**Property**"). For purposes of this Agreement, "**affiliates**" includes entities that control, are controlled by or under common control with Company and any third parties that facilitate the booking of room reservations through the Systems. The "**Systems**" means the software, databases, products, and other components that make up the service that is marketed by the Companies and their affiliates to enable guests to shop for, reserve, book and pay for travel services through a computer, a telephone, some other interactive device, or some other booking channel.
- PURPOSE AND LENGTH:** This Agreement states the terms and conditions under which the Company will facilitate reservations through the Systems directly between Guests and the Property. This Agreement begins on the Effective Date and continues until terminated by the Companies or Property as provided for in this Agreement. Any Party may terminate this Agreement, with or without cause, by giving written notice of termination at least 60 days prior to the termination date to the other Parties. If Property breaches any of the provisions of this Agreement and fails to promptly cure such breach, then the Companies may refuse to offer, display or list for booking Property's Rooms (as defined below) through the Systems. Property must still honor any reservation booked by a guest through the Systems prior to the expiration or termination of this Agreement or prior to a Company taking any of the actions permitted under the preceding sentence.
- PROPERTY INFORMATION:** Property warrants that it is the owner or lessee/operator of the property, or has the rights to offer rooms at the Property, and that it has the right to enter into this Agreement. Property is responsible for the accuracy of the factual information concerning the facilities and nature of Property provided to the Companies for display on the Systems. If any changes to the facilities or the nature of Property occur or Property is aware that any information about the Property on the Systems is not accurate, then Property shall immediately correct the contents of the Systems via the Emagineering Desktop Software.
- ROOM AVAILABILITY:** Anticipated vacant inventory shall be made available for booking through the Systems at the discretion of the Property. Property has the ability to removed inventory from the system at anytime so long as that inventory has not been booked.
- ROOM RATES:** FRLA will be responsible for pricing the available inventory at a discounted rate for sale to FRLA members and their staff. Price will be at the discretion of the association.
- RESERVATIONS:** For reservations booked through the Systems, the Companies and any affiliate will notify the Property by sending Property a facsimile, an email notification and adding the reservation to the Property's emagineering Pending Reservations Queue. A guest is deemed to have made each reservation request, upon delivery by either Company or any affiliate. In order to provide guests additional tracking information on each reservation for their itineraries, Property shall enter into the emagineering desktop software a confirmation number for each reservation within 24 hours after the reservation request is submitted to the property. If Property fails to provide confirmation of any reservation, such failure does not alter in any way Property's obligation to honor the reservation. If the property declines a reservation because it is a Potentially Fraudulent Reservation, the Property must decline the reservation in the emagineering desktop software within 24 hours of the guest's reservation booking time. Property and the Companies agree to work together to address the Potentially Fraudulent Reservation.

Property acknowledges that the Companies do not issue vouchers to guests, and Property agrees to accept the facsimile, email and Pending Reservation Queue notification in lieu of vouchers as proof of reservation by a guest.

7. **PAYMENT:** 100% of proceeds from frlhotelsavings.com inventory will go directly to FRLA via online payment transaction. Property can specify on the last page of this contract whether to assign their donation to be applied to FRLA PAC or FRLA Education Foundation. Please consult your accountant as to the tax deductibility of your donation.

Property is solely responsible for ensuring that the identification presented by a guest is valid and matches the booking information contained in the reservation information provided to the Property.

8. **FORCE MAJEURE/INABILITY TO HONOR RESERVATIONS:** A Party's failure to perform under this Agreement is excused if the failure results from an unforeseeable cause beyond that Party's control, such as war, work stoppage, fire, weather events, air carrier interruption, or act of government. A Party whose performance is impaired as a result of such an unforeseeable cause shall promptly notify the other Parties.
9. **NOTICES AND OTHER COMMUNICATIONS:** All notices of termination or default given by one Party to another must be in writing and sent by facsimile or a nationally recognized overnight air courier as follows: If to Property, at the address set forth below the Property's signature on this Agreement.

Florida Restaurant and Lodging Association

230 South Adams Street
Tallahassee, Florida 32301
Fax: (850) 224-9213

Notices are deemed delivered and received on successful facsimile transmission or one business day after the date of delivery to a recognized overnight air courier, whichever is earlier. All notices must be in English.

10. GENERAL PROVISIONS:

- A. This Agreement is governed by Oregon law without giving effect to any conflict of law principles. Each Party consents to the exclusive jurisdiction and venue of the courts in Deschutes County, Oregon for all disputes arising out of or relating to this Agreement. If a dispute arises under this Agreement, then the Parties will try to reach an amicable settlement. If they do not succeed, then the Parties in dispute must attempt to settle the dispute by participating in nonbinding mediation in Deschutes County, Oregon. The disputing Parties shall share equally the costs, including fees, of the mediator. Except as set forth in the preceding sentence, the prevailing Party in any suit or other action arising out of or related to this Agreement is entitled to recover its reasonable fees, costs, and expenses relating to the action, including reasonable attorneys' fees, expenses and disbursements. Each party waives to the fullest extent permitted by law trial by jury of all claims arising out of or relating to this Agreement.
- B. The Companies make no warranties or representations regarding any of the Systems, or their ability to obtain reservations for any portion of the Rooms.
- C. Property gives the Companies and the affiliates the right, solely for the purposes of marketing and obtaining reservations for the Rooms, to use the name, images from Property's website (including photographs), logos, and trademarks used to identify or promote the property. Property warrants that such use does not infringe on any third party's rights.
- D. If a Company and Property elect to perform some marketing of the Property through the Systems, then such marketing is to be performed in accordance with, and after the execution by Property of, the Company's then-standard Ad Insertion Agreement. If any of the Parties enter into an agreement as contemplated by the preceding sentence, then the Parties intend that this Agreement and such other agreement are one integrated contract.
- E. Each Party shall fully comply with all laws applicable to its business and operations. Property shall, at its expense and a Company's request, hold harmless, indemnify and defend such Company any affiliate, or any of their directors, employees, or agents, against any third-party claim or action brought against a

Company or any affiliate, or any of their directors, employees, or agents, relating to the operation of, or actions at, the property or the Property's breach of this Agreement.

- F. The Companies may freely assign this Agreement to any person or entity, including any affiliate. This Agreement does not create a partnership or agency relationship between or among the Parties. Property acknowledges that the Companies provide bookings for multiple properties, including competitors of Property, that the Companies have no obligation to disclose any terms relating to the Companies' relationship with other properties, and that the Companies are relieved from any duty, and do not have any duty, to disclose or segregate in any manner any amounts collected by a Company from guests under this Agreement. Each Party acknowledges and agrees that the other Parties may receive rebates from third parties as a result of services provided under this Agreement. This Agreement is the Parties' entire agreement respecting its subject matter and supersedes all prior agreements, written and oral, respecting the subject matter. Any waiver or modification of this Agreement must be in writing and signed by the Parties to be effective. If any part of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement continues in effect. The Parties acknowledge and agree that the Companies may archive an electronic copy of the fully-executed Agreement, and further agree that any request made to a Company for a copy of this Agreement may be fulfilled in electronic form.
- G. The Companies reserve the right to recoupment and offset for any amounts owed to a Company by Property under this Agreement or any other agreement between Property and the Companies or any affiliate. Upon written notice, a Party may terminate this Agreement immediately if any other Party ceases to do business, becomes insolvent, or is subject to bankruptcy or insolvency proceedings, whether actual or reasonably believed to be imminent. If reasonable grounds for insecurity arise with respect to a Party's performance of this Agreement, then any other Party may demand written adequate assurance of due performance. A Company may provide such assurance on behalf of another Company. Until such Party receives such assurance in writing, it may suspend its performance of this Agreement. If such Party does not receive such written assurance within five (5) days after its request for such assurance, or within such other reasonable period of time it may designate under the then existing circumstances, then the failure by the Party to furnish such assurance constitutes a material breach of this Agreement, entitling the requesting Party to immediately terminate this Agreement in whole or in part as to the Party failing to furnish the requested assurance.

SIGNED:

Florida Restaurant & Lodging Association

Property: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Emagineering, LLC

Property Address:

By: _____

Street: _____

Name: _____

City _____ State _____ Zip _____

Title: _____

Phone: _____

Date: _____

Fax: _____

Check one to indicate where you would like your donation to be applied:

FRLA PAC

FLRA Education Foundation

Please discuss the tax deductibility of your donation with your accountant.

Please fax completed agreements to back to (541) 317-9120