



Contract Instructions

PLEASE PRINT, SIGN, AND RETURN TWO ORIGINAL RESERVATION SERVICES AGREEMENTS (RSA) TO INNLINK. WE WILL COUNTERSIGN BOTH ORIGINAL SETS, AND RETURN ONE SET FOR YOUR RECORDS. PLEASE INCLUDE YOUR CHECK FOR THE IMPLEMENTATION FEE. Thank you!

1. **Page 1 of Reservation Services Agreement:** Please enter today's date and your hotel's legal name along with its status. For example: "Atlantic Lodging LLC., dba Atlantic Shores Inn, a Maine Limited Liability Company" or "Atlantic Inn, Inc., a Maine company".
2. **Page 4 of Reservation Services Agreement:** Please sign and date BOTH original RSA documents. Include your signature, name, and title.
3. **Schedule A – Reservation Services and Fee Schedule:** Review **Schedule A (Reservation Services and Fee Schedule)**. Choose your property's service option(s) on **Schedule A** by checking (✓) the box(es) that apply. The following is a list and description of service options:
 - a. ✓ - **Service Option 1** (iLINK service / Maine websites only) applies to reservations generated ONLY through the Associations' websites using iLINK. This service is mandatory.
 - b. ✓ - **Service Option 2** (iLINK service – added to property's website) applies to reservations generated through your property's website by adding iLINK software to your site so that consumers may book reservations directly.
 - c. ✓ - **Service Option 3** (eLINK GDS and Internet reservations) applies to reservations generated through GDS and Pegasus-powered travel websites such as Expedia, Orbitz, etc. If you wish to add or transition your GDS/Pegasus electronic reservation service to InnLink, then check this box for eLINK service.
 - i. (NOTE: If your property is currently using another reservation service provider for GDS/Pegasus reservations, then be sure to review the termination or exit statements in your contract to ensure that you are not placing your hotel in violation of the contract. Check with InnLink if you have any questions.)
4. **Schedule B – Corporate Notice and Property Information:** Complete the information requested in this section.
5. **Prepare a check to "InnLink LLC" for \$350 for a 1 year contract, \$250 for a 2 year contract or \$150 for a 3 year contract. Please check Schedule A for requested contract term.**
6. Please prepare a check to "InnLink LLC" for (One Time Setup Fee), and forward the check along with your TWO completed original RSA documents to the address below. This fee is waived for lodging properties already online with InnLink through any other association or organization in the state of Maine.

Please return BOTH original RSAs along with your check to:

InnLink LLC
130 Maple Drive North
Hendersonville, TN 37075
ATTN: Accounting

Ph: 1.800.525.4658
Fx: 1.615.264.1898



RESERVATION SERVICES AGREEMENT

THIS RESERVATION SERVICES AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 200_, by and between InnLink, LLC, a Tennessee limited liability company ("InnLink"), and _____ a _____ (the "Company").

InnLink has developed the InnLink Central Reservation System (the "InnLink System") for guest lodging facilities; and the Company is desirous of using the InnLink System for its property or properties listed in **Schedule B** (collectively, the "Property") as the Property's reservation system using those reservation methods as are set forth in **Schedule A** (the "Reservation Services and Fee Schedule"). The Reservation Services provided by InnLink are set forth in **Schedule A**.

The parties hereto agree as follows:

1. The Company shall use InnLink as its exclusive reservation system for reservation services listed in **Schedule A**. If the Company ceases the use of any reservation service component listed in **Schedule A** within the term of the Agreement, the Company will be in violation of the Agreement. InnLink reserves the right to modify the terms of GDS and Pegasus participation as set forth in **Schedule A**.

2. The InnLink System shall be used to provide Reservation Services, including new reservations, changes and cancellations, as described in this Agreement. Reservations, changes, cancellations and other messages from and through the InnLink System shall be transmitted directly to the Property via facsimile, email, interface or such other system prescribed by InnLink and agreed to by the Company. The Company shall provide or cause to be provided the reservation receiving system and the system for transmitting specific property information with respect to the Property, including, but not limited to, all equipment (hardware and software) and telecommunications equipment and lines, if required. All expenses of servicing and maintaining such equipment and all costs associated with necessary software and related items to receive reservations, changes, cancellations and other messages from the InnLink System to the Property and to transmit specific Property information from the Property to the InnLink System shall be paid by the Company and shall not be the responsibility of InnLink.

3. Upon execution of this Agreement and as part of service implementation, the Company shall immediately provide to InnLink current and complete database information using InnLink's online property data tool. Failure to provide database information to InnLink and authorizing service activation in the InnLink system within thirty (30) days after contract acceptance will result in the paying of an additional \$250 implementation fee. Implementation fees paid to InnLink are not refundable. Rates, inventory/availability information, property descriptions, and other such information as prescribed by InnLink will be managed by the Company using RESmatrix, InnLink's online database management tool. Failure by the Company to use RESmatrix for such data management may cause InnLink to apply data and reservation transmission fees as outlined in **Schedule A**. On average, the Company shall provide a minimum of 50% of its available room inventory to InnLink for sale monthly through the reservation channels chosen in **Schedule A** of this Agreement.

4. A. Company shall pay to InnLink the one-time fees, monthly fees, transaction fees, and such other fees as set forth in **Schedule A**. Using InnLink's *ONline Accounting System*, InnLink shall invoice the Company for all fees set forth in **Schedule A**, and payment shall be due by the Company to InnLink within thirty (30) days after date of invoice via an auto-pay method such as ACH withdrawal or credit/debit card. InnLink reserves the right to modify **Schedule A** to reflect: a) changes in electronic transaction fees equal to the changes in fees received by InnLink from its suppliers, and b) changes to InnLink's own reservation service fees to an amount not to exceed 10% of the then-current reservation service fee with a thirty day written notice to the Company.

B. All reservation fees shall be based upon Net reservations in InnLink's systems. The term "Net" shall mean the total reservations confirmed through InnLink's systems minus the total reservations cancelled through the same channel as each reservation was booked. InnLink's monthly invoice shall reflect InnLink's fees and GDS fees based on the reservation's arrival date. Pegasus fees shall reflect the reservation's booking date. InnLink's *ONline Accounting System* is required to be used by the Company for invoice reconciliation on a monthly billing basis. The

Company is permitted to mark-off / eliminate InnLink's reservation fee associated (but not the correlating Electronic Reservation Transaction Fee) with "no-show" and "out of channel" cancelled reservations from InnLink's invoice provided that proof of cancellation or reservation status accompanies payment to InnLink within 30 days of invoice date by InnLink. InnLink will not accept reservation disputes subsequent to 30 days from original date of invoice. Proof of cancellation or "no-show" reservation status includes a Property Management System computer printout confirming the status or similar confirmation that a guest reservation status has changed to "no-show" or "out of channel" cancellation status. With a minimum of thirty (30) days written notification, InnLink reserves the right to modify *electronic reservation transaction fees* listed in **Schedule A** as those fees may be altered by InnLink's suppliers.

C. All payments provided for in this Agreement shall be paid in United States Dollars at the office of InnLink. All overdue payments shall bear interest from the date due until paid at the rate of twelve percent (12%) per annum. This interest shall accrue regardless of whether InnLink exercises its right to terminate this Agreement. The Company shall pay all costs of collection of past due amounts, including reasonable attorney's fees, expenses and court costs.

5. All reservations booked through the InnLink System will be confirmed by InnLink based upon standard hotel non-guaranteed and guaranteed policies or such other policies as agreed to by both parties in writing. Guaranteed reservations shall be confirmed by credit card or other accepted method of guarantee agreed to by InnLink and the Company. InnLink makes no representation or warranty concerning credit card guarantees, including, without limitation, the authority of the person to use such card or the availability of credit thereunder. The Company shall cause the Property to honor all reservations for the Property transmitted from or through the InnLink System including, without limitation, the room rate, room type, arrival date and departure date. InnLink shall forward any cash deposits to the Property. The Company shall indemnify and hold InnLink and any and all affiliated companies and their officers, directors and employees harmless from any loss or liability that may be incurred in connection with any reservation being dishonored or otherwise relating in any manner to the operation of the Property.

6. As part of *Property Implementation* described in **Schedule A**, the Company shall receive training covering InnLink's RESmatrix customer application by InnLink's Training Department prior to service activation. Training is conducted via the Internet and telephone for up to three (3) individuals in a single session. For a period of 45 days subsequent to service activation, the Company shall receive RESmatrix application assistance at no additional fee. If necessary or desired by the Company, fee-based retraining of existing staff or training of new personnel of the Company is available through InnLink's Training Department.

7 The Company shall provide written notice to InnLink of any advertisement programs targeted to Reservation Services subscribers within a minimum of five (5) business days of activation. The Company will place the respective chain code for each GDS on all promotional materials targeted to travel agents.

8. The initial term of this Agreement shall commence upon the date of this Agreement and shall continue for the contract period chosen on Schedule A following the activation of the first reservation service initiated by InnLink. Thereafter, this Agreement shall automatically renew for a successive 12 months unless either party gives written notice to the other at least thirty (30) days prior to the end of the current term. InnLink reserves the right to change the terms and pricing of this agreement at renewal by giving a written notice within 60 days prior to the end of the existing agreement.

9. Subject to temporary shut downs due to maintenance of the InnLink System and to force majeure (as described in the next succeeding sentence), InnLink agrees to provide Reservation Services twenty-four (24) hours per day, seven (7) days per week. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders of any kind of any governmental body, including the government of the United States or of any state thereof or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricane; storms; floods, washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accident to machinery, transmission lines or similar equipment; partial or entire failure of utilities; or any other cause or event not reasonably within the control of InnLink, in each case which has the effect of making it impossible or impracticable for InnLink to perform.

10. A. In the event the Company shall fail to keep, observe or perform any term or provision of this Agreement and such default shall continue for a period of (i) thirty (30) days after written notice thereof by InnLink to the Company, or (ii) ten (10) days after written notice thereof by InnLink to the Company with respect to the failure to make any payment hereunder, then InnLink shall have such rights as are available at law or in equity, including,

without limitation, the right to terminate this Agreement upon written notice to the Company, which remedy shall not be exclusive and the exercise of which shall not preclude the exercise of any other remedy available under this Agreement or at law or in equity.

B. If this Agreement is not terminated, the Company shall continue to owe reservation fees in accordance with the terms of this Agreement. In the event this Agreement is terminated as a result of an uncured default by the Company (as provided in this paragraph 10), the Company shall pay to InnLink as damages (i) an amount equal to all amounts owed hereunder through the date of such termination, plus (ii) an amount equal to the average monthly reservation fees due and payable during the then current term of this Agreement through the date of such termination (regardless of whether or not paid) multiplied by the number of months remaining through the then current term of this Agreement.

C. If the Company flags, brands, or aligns itself with a hotel company or organization that requires its participants to use reservation services substantially similar to those contracted within this Agreement, InnLink will permit the Company to terminate InnLink's services with no less than (30) days written notice by the Company to InnLink without further liability.

D. Any notices required or permitted herein shall be deemed effective and given upon deposit in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, or upon delivery to an overnight courier service such as Federal Express, or Airbourne Express, or by delivery in person, addressed as follows:

As to the Company: As set forth on **Schedule B**

As to InnLink, LLC:	InnLink, LLC 130 Maple Drive North Hendersonville, TN 37075 Attn: Per-Anders Wendin CEO	With a copy to:	Boult, Cummings, Conners & Berry, PLC 1600 Division Street, Suite 700 P.O. Box 340025 Nashville, TN 37203 Attn: Patrick L. Alexander
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Notwithstanding the foregoing, InnLink may send the Company a notice of delinquent payment by electronic mail to the electronic mail address provided within paragraph 18 or any other electronic mail address designated by the Company for that purpose. Such notice shall be deemed given immediately upon having been sent by InnLink; Company shall be solely responsible for any failure to receive that message on account of changes to the email address, spam filters, or other problems outside the control of InnLink or its internet service provider. If Company fails to pay all past due amounts (plus any applicable interest or penalties) within ten (10) days of such notice, InnLink shall have the right to suspend Company's access to the Services without further notice until such time as Company has paid all past due amounts. Reconnection of the Company's use of InnLink's services will also require a service reconnection fee of \$250 paid to InnLink prior to service reconnection.

11. In the event InnLink shall fail to keep, observe or perform any agreement, term or provision of this Agreement to be kept, observed or performed by InnLink and such default shall continue for a period of (i) thirty (30) days after written notice thereof by the Company to InnLink other than those described in part (ii) below (unless such default cannot reasonably be cured within thirty (30) days and InnLink shall have commenced to cure said default within said thirty (30) days and continues diligently to pursue the curing of the same), or (ii) ten (10) days after written notice thereof by the Company to InnLink with respect to the failure to provide standard operations for a period of more than fifteen (15) consecutive days due to temporary shutdowns, then the Company shall have such rights as are available at law or in equity, including, without limitation, the right to terminate this Agreement upon ten (10) days written notice to InnLink. All rights and remedies of the Company enumerated herein shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

12. This Agreement shall be interpreted and construed in accordance with the laws of the State of Tennessee. This Agreement may be executed in one or more counterparts. So long as all parties have executed a counterpart, the signature of all parties on any one document shall not be required. No provision of this Agreement can be amended or waived, except by a statement in writing signed by the party against whom enforcement of the amendment or waiver is sought, except for any modifications to **Schedule A** by InnLink as provided in this Agreement. Should any provision of this Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect. **This Agreement represents the entire agreement between the parties concerning the matters set forth herein, and any oral statements are merged herein.** Time is of the essence of this Agreement, and all dates and time periods specified herein shall be strictly observed.

13. Each party agrees to defend and indemnify and hold harmless the other party (including the obligation to retain and pay on a regular and continuing basis qualified legal counsel reasonably approved by the other party) from any action, claim, liability, loss, damage, cost or expense arising from the indemnifying party's breach of any term or condition of this Agreement.

14. The prevailing party in any action commenced due to the breach hereof shall be entitled to recover its costs, expenses and reasonable attorney's fees incurred in the enforcement of this Agreement.

15. The Company hereby irrevocably consents to the jurisdiction of the United States District Court for the Middle District of Tennessee and of all Tennessee state courts sitting in Davidson County, Tennessee, for the purpose of any litigation to which InnLink may be a party and which concerns this Agreement. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Davidson County, Tennessee, unless InnLink agrees to the contrary in writing.

16. The terms and provisions of this Agreement shall be binding upon and inure to each of the parties hereto, their respective heirs, legal representatives, successors and assigns, it being expressly agreed and understood, however, that the Company may not assign its obligations under this Agreement without the prior express written consent of InnLink. Terms and provisions of this Agreement may not be disclosed to parties or individuals who are not employed by the Company or InnLink without the prior written consent of InnLink.

17. The parties hereto hereby acknowledge that this Agreement has been entered into following good faith negotiations, and the parties hereto hereby agree that any rule of construction that the provisions of this Agreement will be construed against the drafter shall not apply to this Agreement.

18. The undersigned officer for InnLink hereby represents and warrants that he has the authority to bind InnLink to the terms of the Agreement. The undersigned officer for the Company hereby warrants that he/she has the authority to bind the Company to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE COMPANY:
By: (signature): _____
Name: _____
Title: _____
Date: _____
Email Address: _____

INNLINK, LLC:
By: _____
Name: Per-Anders Wendin
Title: CEO
Date: _____

Schedule A – Service Fees	Service and Fee Descriptions	Amount or Fee %	Invoice Basis	Invoice Period
<p><u>One Time Set Up Fee:</u></p> <ul style="list-style-type: none"> - Implementation of InnLink's Services 		<p>\$350 for 1 year contract \$250 for 2 year contract \$150 for 3 year contract</p>	<p>One Time Fee / Per Hotel Property</p>	<p>Amount Due to InnLink with Signed Contract or via Credit Card accepted during online sign up process</p>
	<p><u>Reservation Fees as applicable</u></p>			
	<p><u>iLINK Maine Reservations:</u> (Service Option 1 - required)</p> <ul style="list-style-type: none"> - Reservations generated through Maine Innkeepers Association / Maine Tourism Association/ Maine Office of Tourism 	<p>5%</p>	<p>Value of reservation with a cap of 5 days</p>	<p>Invoiced Monthly by InnLink</p>
	<p><u>iLINK Hotel Reservations:</u> (Service Option 2)</p> <ul style="list-style-type: none"> - Reservations generated through the property's website 	<p>5%</p>	<p>Value of reservation with a cap of 5 days</p>	<p>Invoiced Monthly by InnLink</p>
	<p><u>eLINK Reservations:</u> (Service Option 3)</p> <ul style="list-style-type: none"> - Reservations generated through GDS or Electronic Reservation Channels such as Amadeus, Galileo, Worldspan, Sabre, Expedia, Travelocity, Orbitz, and other travel sites, if applicable 	<p>7%</p> <p>\$5.95 electronic reservation transaction fee</p> <p>\$12.60 monthly Pegasus Subscription Fee</p>	<p>Value of reservation with a cap of 5 days plus an electronic transaction fee</p> <p>Per reservation</p> <p>Monthly Subscription Fee charged for Pegasus participation</p> <p>Monthly Minimum Fee</p>	<p>Invoiced Monthly by InnLink</p> <p>Invoiced Monthly by InnLink</p>
	<p><u>Monthly Minimum:</u></p> <ul style="list-style-type: none"> - Monthly fee applied by InnLink if the sum of InnLink's Reservation Service fees does not equal the fee amount for an invoiced month 	<p>\$50</p>		<p>Invoiced Monthly by InnLink</p>
	<p><u>Payment method:</u></p> <ul style="list-style-type: none"> - Autopay through ACH Withdrawal or Credit/Debit Card is required 			
	<p><u>Optional - if applicable</u></p>			
	<p><u>Fax Transmission of Reservation Confirmation to the Hotel:</u></p> <ul style="list-style-type: none"> - InnLink will apply a "per fax" transmission fee for reservations delivered by InnLink via Fax to a hotel property, if requested. (No fee for reservations delivered by InnLink via email to your hotel.) 	<p>\$0.50</p>	<p>"Per Fax" Transmission Fee, if applicable. This is applied <u>only</u> if you request InnLink to fax reservation confirmations to your hotel. There is no fee for reservations delivered to your hotel via email</p>	<p>Invoiced Monthly by InnLink</p>
	<p><u>Manual Data Changes:</u></p> <ul style="list-style-type: none"> - InnLink will apply a "per request" fee of Two Dollars for faxed, emailed, or telephonic data or rate change requests to InnLink. Use of InnLink's RESmatrix application to make these changes is no charge. 	<p>\$2.00</p>	<p>"Per Request" Fee, if applicable. (There is no charge for data or rate changes made using RESmatrix)</p>	<p>Invoiced Monthly by InnLink</p>

From the list above, please check (✓) the iLINK, and/or eLINK reservation services below that you choose for your property

- X **REQUIRED Service Option 1: iLINK:** Yes! Connect my hotel to the Associations' travel websites (www.maineinns.com, www.mainetourism.com, www.visitmaine.com) using the iLINK branded booking engine. Service Option 1 is required.
- Service Option 2: iLINK:** Yes! Add InnLink's proprietary iLINK booking engine to my hotel's website so that consumers may book reservations directly with my property.
- Service Option 3: eLINK:** Yes! Add InnLink's eLINK electronic reservation services so that travel agents and consumers may book reservations with my property through the Global Distribution Systems (GDS) and Pegasus-Powered, Internet Travel Websites such as Orbitz, Expedia, Travelocity and more. By selecting eLINK, your property will also display in the "Online Reservations" area of both www.maineinns.com and www.mainetourism.com websites so that visitors are able to confirm reservations with your property.

TOTAL DUE WITH CONTRACT TO INNLINK (please check one):

- 1 Year contract \$350**
- 2 Year contract \$250**
- 3 Year contract \$150**

Please initial that you have read and understand the fees: _____



Schedule B – Corporate Notice and Property information

Legal Company Name					
Address					
City		State		Postal	
Phone		Fax			
Primary Operations Contact		Title		Email	
Accounting Contact		Title		Email	
Your Invoice Address					

Property Name	No. of Rooms	Property Address	City/State	Postal	Operations Contact/Title	Phone	Fax	Email