



**Pegasus Global Commission Services  
Enrollment Form  
for  
Carlson Hospitality Individual Funding Participating Properties**

<b>Property Name:</b>			
<b>Brand:</b>			
<b>Property Address:</b>			
<b>Contact Person (Name, Title):</b>		<b>E-mail:</b>	
<b>Phone #:</b>		<b>Fax #:</b>	
<b>Fees:</b>	<p>(1) <b>Processing Fee.</b> Participating Property agrees to pay to Pegasus a processing fee of US\$<u>0.35</u> for each Commissionable Transaction processed by Pegasus.</p> <p>(2) <b>Inquiry Fee.</b> Participating Property agrees to pay to Pegasus a fee of US\$<u>2.00</u> per <i>initial</i> Inquiry handled by Pegasus. However, this fee shall not apply: (i) if the Inquiry becomes a Resolved Inquiry (as defined in the attached Terms and Conditions) within thirty (30) days from the opening of such Inquiry or (ii) to any follow-up Inquiries in connection with the initial Inquiry.</p>		
<p><b>Authorization:</b> The Participating Property named above hereby requests that it be enrolled to receive the Pegasus Global Commission Services. Participating Property owner/manager agrees that its receipt of the Pegasus Global Commission Services is governed by the <i>Terms and Conditions</i> attached hereto. Participating Property further agrees to promptly pay to Pegasus the fees stated above. Your signature below certifies that you are an authorized representative of Participating Property and constitutes Participating Property's acceptance of the attached terms and conditions.</p>			
<b>By:</b> _____	<b>Print Name:</b> _____		
<b>Title:</b> _____	<b>Date:</b> _____		

## TERMS AND CONDITIONS

### 1. Definitions.

(a) **Agreement** means collectively the Enrollment Form and these Terms and Conditions.

(b) **Commissionable Transaction** means a reservation (whether voice or electronic) set forth on the transaction records provided by Participating Property to Pegasus that is identified as commissionable or partially commissionable on such records and for which a commission is paid pursuant to terms hereof.

(c) **Distribution Cycle** means the frequency cycle selected by Carlson Hospitality Corporation ("Carlson") for the distribution of Member Commissions and Non-Member Commissions pursuant to a master services agreement between Carlson and Pegasus.

(d) **Global Commission Services** means the services described in Section 2 below.

(e) **Inquiry** means any telephone call, email, facsimile, or letter submitted to Pegasus by a Member (or Non-Member), or other request generated by Pegasus on behalf of a Member, inquiring as to the payment status of any commission payment that may be owed to such Member (or Non-Member) by a Central Funding Property or an Individual Funding Property.

(f) **Member** means a person or entity designated with an active status in the Global Commission Services database.

(g) **Member Commissions** means those Participating Property payments distributed by Pegasus to Members.

(h) **Non-Member** means any person or entity that is not a Member and to which Participating Property pays commissions for reservations made.

(i) **Non-Member Commissions** means those Participating Property payments distributed by Pegasus to Non-Members.

(j) **Participating Property** means the Property named on the enrollment form that is affixed to these Terms and Conditions.

(k) **Resolved Inquiry** means an Inquiry in which: (i) Pegasus is able to provide an answer regarding the payment status of the applicable commission payment without any involvement from Carlson or Participating Hotel, or (ii) Pegasus is unable to provide a response on its own as to the payment status of the applicable commission and forwards the Inquiry to Carlson or the applicable Participating Property whereby Carlson or the applicable Participating Property provides a response to Pegasus.

### 2. Pegasus' Duties. Pegasus agrees to:

(a) act as a clearing house for Participating Property in order to collect Member Commissions and Non-Member Commissions from Participating Property and to pay such Member Commissions and Non-Member Commissions on behalf of Participating Property to Members and Non-Members;

(b) inform travel agents that Participating Property has subscribed to receive the Global Commission Services;

(c) notwithstanding any other provision hereunder and based upon information received by Pegasus from Participating Property and/or Carlson, provide to Participating Property funding notices setting forth the amount of funds necessary to pay Member Commissions and Non-Member Commissions and the amount of fees, costs and expenses due from Participating Hotel, such notices to be accessible by Participating Property via the Internet on a schedule consistent with the Distribution Cycle or as otherwise agreed by the parties;

(d) within seven (7) calendar days after the end of each Distribution Cycle, distribute funds received from Participating Property for payment of Member Commissions and Non-Member Commissions in accordance with reservation and distribution information as provided by Participating Property to Pegasus;

(e) distribute each Member Commission in a currency requested by the receiving Member from a list of currencies provided to that Member by Pegasus, and each Non-Member Commission in U.S. Dollars or as otherwise agreed upon in writing by Pegasus and Participating Hotel;

(f) as appropriate, review, research and respond directly to, or forward to Participating Property for response to Pegasus, all Inquiries received by Pegasus by mail, phone or fax, via e-mail or through the Internet, provided that Pegasus and Participating Property shall not be obligated to review, research and respond to any inquiry received by Pegasus that relates to a transaction completed more than six (6) months prior to the opening of such Inquiry; and

(g) provide telephone support services to Members.

### 3. Participating Property's Duties. Participating Property shall:

(a) provide to Carlson with all data that is required based on the mutual determination of Pegasus and Carlson for purposes of determining commissions owed to Members and Non-Members with respect to all reservations (including all reservations made electronically or by voice, whether directly to a location or through the use of a central reservation toll-free telephone number, inclusive of no-shows, cancellations and non-commissionable transactions) made by Members and Non-Members with Participating Hotel;;

(b) notwithstanding any other provision hereunder, in order to avoid having a Distribution Cycle being skipped, pay to Pegasus all funds to pay Member Commissions and Non-Member Commissions, and all fees, costs and expenses, set forth on each funding notice issued to Participating Property generally within five (5) business days after Participating Hotel's receipt of each such funding notice, or generally within five (5) business days of Pegasus' posting of each such funding notice on the Internet in a manner accessible by and disclosed to Participating Hotel;

(c) permit Pegasus to use Participating Property's name as part of a customer list in sales and advertising materials as an organization receiving the Pegasus Global Commission Services; and

(d) review and research all Inquiries forwarded by Pegasus to Participating Property in accordance with Section 2(f) above, and respond to Pegasus regarding such Inquiries within a commercially reasonable amount of time of receiving the same from Pegasus, provided that Pegasus and Participating Property shall not be obligated to review, research and respond to any Inquiry received by Pegasus that relates to a transaction completed more than six (6) months prior to the opening of such Inquiry.

### 4. Cure Period for Monetary Event of Default.

Notwithstanding any other provision hereunder, Participating Property shall be entitled to two (2) business days after receipt from Pegasus of a notice of a default within which to cure any monetary default with respect to its receipt of the Global Commission Services by delivering into Pegasus' bank account in good funds the amount owed but unpaid by Participating Hotel.

5. **Payments.** If any amount set forth on a funding notice described in Section 2 above is not paid by Participating Property

as specified in Section 4 above, Pegasus shall have no obligation to make any distribution relating to any amounts set forth on such funding notice. All amounts set forth on each funding notice shall be paid to Pegasus in a currency designated by Participating Property from a list of currencies provided to Participating Property by Pegasus. Participating Property acknowledges that Pegasus incurs costs and risks in converting currency for the benefit of Participating Property and agrees that Pegasus may include its standard margin or markup in the exchange rate to cover these items.

**6. Acknowledgment and Disclaimer.** Participating Property agrees that the Global Commission Services as rendered by Pegasus are those of a clearinghouse only and, accordingly, (i) Pegasus' obligation to make payments to a Member or Non-Member is limited to the commissions actually provided to Pegasus by Participating Hotel, and (ii) under no circumstances shall Pegasus be responsible for the collection of commissions owed to any Member or Non-Member. Pegasus shall not be responsible or liable for any inaccuracy in the information received from Participating Hotel. PARTICIPATING HOTEL'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY PEGASUS SHALL BE TERMINATION OF ITS RECEIPT OF THE GLOBAL COMMISSION SERVICES AND ENTITLEMENT TO ITS COMMISSIONS ACTUALLY PAID TO PEGASUS AND NOT PAID TO THE DESIGNATED MEMBER OR NON-MEMBER. ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR GOOD AND WORKMANLIKE PRODUCT OR SERVICE, ARE HEREBY DISCLAIMED BY PEGASUS AND WAIVED BY PARTICIPATING HOTEL. Neither party hereto shall be liable to the other party for any indirect, incidental, consequential or punitive damages. If a failure or delay in the performance of this Agreement results from an act of God, labor strike or other events beyond the control of the party obligated to perform, such failure or delay shall not constitute a breach of this Agreement.

**7. Dispute Resolution.** If Participating Property is located in North America, Central America and South America (the "Americas"), this Agreement will be governed by the laws of Delaware, USA, without regard to its conflict of laws principles, and exclusive venue for any dispute relating to this Agreement will be in Dallas County, Texas. If Participating Property is located outside the Americas, this Agreement will be governed by the laws of England without regard to any conflicts of law principles and exclusive venue for any dispute relating to this Agreement will be in London, England. No dispute between Participating Property and any Member or Non-Member concerning any payment or non-payment of commissions shall in any way affect or reduce the obligations of Participating Property to (a) timely pay to Pegasus funds for all other Member Commissions and Non-Member Commissions, and (b) timely pay to Pegasus all fees, costs and expenses owed by Participating Property with respect to its receipt of the Global Commission Services.

**8. Confidentiality.** While performing under this Agreement, a party may exchange and be exposed to "confidential information" and materials (technical and non-technical) of the other party. Both parties agree that such information will be kept confidential and not disclosed to third parties or used for any purpose other than performing under this Agreement. Any item will not be considered to be confidential information if it is: (i) already available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality; (iii) independently developed by personnel or agents of one party without any use in any way

of the Confidential Information of the other; or (iv) proven to be already known to the recipient at the time of disclosure. If a party is required disclose the other party's confidential information in compliance with any applicable law or a court order, the party may do so however such party agrees to first give the affected party reasonable notice of such disclosure requirement.

**9. Term and Termination.**

**(a)** This Agreement shall remain in effect for an initial term of three (3) years unless terminated earlier as provided below. Thereafter, this Agreement shall continue until terminated by either party upon providing ninety (90) calendar days prior written notice of termination subject to Sections 9(b), 9(c) or 9(d) below.

**(b)** Notwithstanding any other provision of this Agreement, Participating Property may terminate this Agreement at any time upon prior written notice to Pegasus in the event of a breach by Pegasus of any of Pegasus' obligations under this Agreement and such breach is not cured by Pegasus within five (5) business days after Pegasus receives written notification of such breach from Participating Hotel.

**(c)** Notwithstanding any other provision of this Agreement, Pegasus may terminate this Agreement at any time upon prior written notice to Participating Property in the event of a breach by Participating Property of any of Participating Hotel's obligations hereunder and such breach is not cured by Participating Property within five (5) business days after Participating Property receives written notice of such breach from Pegasus.

**(d)** Notwithstanding any other provision of this Agreement, this Agreement will automatically terminate (i) upon termination or expiration of Participating Property's license agreement with Carlson; or (ii) if the business relationship between Carlson and Pegasus terminates.

**10. Miscellaneous.** This Agreement constitutes the entire agreement between Pegasus and Participating Property with respect to the subject matter of this Agreement and supersedes and replaces any and all other agreements and representations, verbal or written, with respect to the subject matter of this Agreement. This Agreement may not be amended or modified other than by a written agreement executed by Participating Property and Pegasus. Participating Property shall not assign any of its rights hereunder without the prior written consent of Pegasus. Nothing hereunder shall be construed to give any person or entity other than the parties hereto any legal or equitable right, remedy or claim in connection with or arising from Pegasus' delivery of the Global Commission Services to Participating Hotel. Pegasus and Participating Property are independent contractors and are not employees, partners, joint venturers or legal representatives of the other, and neither party hereto is authorized to bind the other party or otherwise act in the name of or on behalf of the other party. Pegasus' delivery of the Global Commission Services indicates Pegasus' acceptance of Participating Hotel's enrollment to receive the Pegasus Global Commission Services. A signature delivered by facsimile transmission shall be effective to bind the executing party. This Agreement may be retained or stored by either party solely in an electronic format, and any reproduction of this Agreement by reliable means from an electronic format shall be deemed an original.