



# 2012

## THOR WORLDWIDE HOTEL PROGRAM



Program Benefits . . . . .2  
Listing Options . . . . .4  
Program Requirements . . .5  
Terms & Conditions . . . . .6



Powering partnerships.

# 2012

## THOR WORLDWIDE HOTEL PROGRAM

If your hotel wants more bookings and exposure in 2012, then THOR is your answer! THOR, Inc., founded in 1977, is an international travel services company that provides award-winning marketing, preferred services and products to the world's leading travel providers. The THOR *Worldwide Hotel Program* creates a mutually favorable partnership between hotels and THOR member travel agencies.

With years of industry knowledge and expertise, THOR knows you are looking to join a hotel consortia program that will provide a return on investment and increased production and revenue. THOR provides quality and value-added services to its hotel partners and looks forward to offering your hotel these valuable services for the 2012 RFP contracting season.

Whether this is your first time reviewing THOR's *Worldwide Hotel Program*, or you're looking to sign up for another productive year, we thank you for considering THOR!

### PROGRAM BENEFITS

According to a recent PhoCusWright report: *PhoCusWright's Travel Agency Distribution Landscape: 2006-2009*, "The travel agency distribution channel represents a large and dynamic opportunity. Travel agencies account for nearly \$110 billion in sales, or 41% of all travel booked in the U.S. With some 24,000 locations and a workforce of more than 100,000 strong..." This makes your hotel's participation with a hotel consortia program, such as THOR, an extremely relevant channel.

By participating in THOR's 2012 *Worldwide Hotel Program* you receive extraordinary value through the following benefits:

- Access to over 4,200 booking sources.
- Access to active corporate and leisure travel agents booking travel through the GDS.
- Global marketing opportunities through THOR's multi award-winning publications to help you increase room night production, strengthen your brand recognition, and connect to travel agencies around the world.
- Exposure through a new (for 2012) map-based hotel search engine, the THOR *Hotel Navigator*, where travel agents can search for your hotel using a variety of search criteria.
- Personalized support services from our account managers and THOR's Hotel/RFP Help Desks.

# 2012

## THOR WORLDWIDE HOTEL PROGRAM

- Ability to load hotel rates using THOR's reputable "THR" Consortia Rate access code.
- Ability to load promotional rates using THOR's newly established "THX" Promotional Rate access code.

### 2012 ADDITIONAL PROGRAM FEATURES

THOR continues to provide its hotel partners with the best listing options to offer extraordinary value to THOR member travel agencies with the following program features for 2012:

- **THX Promotional Rate** - This rate is in addition to the standard THOR THR Consortia Rate access code. Loading THX allows hotels to provide unique offerings to THOR member travel agents without having to provide rate parity – these rates can be restricted, temporary rates. Some examples include packages, increased commission, discounted rates, etc. There are no extra fees for loading these rates; it is included when you become a THOR hotel partner. The only requirement is that the rates must be commissionable to THOR member travel agencies.
- **Map-Based Hotel Navigator** - Now travel agencies can enter a location and, optionally, specific search criteria to find your hotel on a map. From there they can view the hotel logo, photos and hotel details including real-time rates and availability.
- **Marketing Opportunities** - THOR now offers marketing packages at the same time you choose your listing option. This will allow your hotel to take advantage of a full year of multi award-winning marketing opportunities and pre-allocate your marketing spend. For further marketing option details, refer to the Lanyon Account Document, 2012 THOR Hotel Marketing Options.
- **Block Space Program** - THOR member travel agencies feel this program is critical to which hotels they book in tight situations; however, we understand the Block Space Program is used when the hotels are already sold out. So THOR only asks for a two (2) room commitment at Corporate Rates, Best Available Rates or Consortia Rates and the rooms may be released 48 hours prior to arrival.
- **GBTA Format** - For 2012, THOR is using the GBTA hotel modules (2010) that will eliminate the amount of custom questions and make for a quick and easy submission process.
- **Multiple Submission Methods** - Hotels may submit a RFP via electronic third-party (Lanyon or Nexus), or may complete a paper RFP. Please consult with your hotel chain's consortia account representative or for further options, contact the THOR RFP Help Desk at 800-825-0637.

# 2012

## THOR WORLDWIDE HOTEL PROGRAM

### LISTING OPTIONS

The following listing options are available for the 2012 THOR Worldwide Hotel Program:

#### 1. Preferred Membership: **\$799**

##### ***Preferred Membership Includes:***

- Participation in industry leading map-based online hotel directory, the THOR *Hotel Navigator*<sup>1</sup>
- Color designation in the THOR *Hotel Navigator*
- Hotel logo in the THOR *Hotel Navigator*<sup>2</sup>
- Property photos (up to 5 photos) in the THOR *Hotel Navigator*<sup>2</sup>
- Ability to display Consortia Rates under the THR rate access code in all major GDSs
- Ability to display Promotional Rates under the THX rate access code in all major GDSs
- Marketing opportunities made available to THOR Member travel agencies
- Ability to load all room types (in addition to two room types mentioned in RFP)

#### 2. Preferred Membership PLUS Marketing\*: **\$3,500**

##### ***Preferred Membership PLUS Marketing includes:***

- One Preferred Membership offering listed above
- One 1/3 page vertical ad in the monthly print and digital newsletter, THOR Advantage
- One THOR Web site banner ad for one month
- Two standard ads in THOR's weekly email blast, Hotel Notes

#### 3. Basic Membership: **\$699**

##### ***Basic Membership Includes:***

- Participation in industry leading, map-based online hotel directory, the THOR *Hotel Navigator*<sup>1</sup>
- Generic listing in the THOR *Hotel Navigator*
- Property photo (1 photo) in the THOR *Hotel Navigator*<sup>2</sup>
- Ability to display Consortia Rates under the THR rate access code in all major GDSs
- Ability to display Promotional Rates under the THX rate access code in all major GDSs
- Marketing opportunities made available to THOR Member travel agencies
- Ability to load all room types (in addition to two room types mentioned in RFP)

#### 4. Basic Membership PLUS Marketing\*: **\$2,000**

##### ***Basic Membership PLUS Marketing includes:***

- One Basic Membership offering listed above
- Two quick sell ads in the monthly print and digital newsletter, THOR Advantage
- One standard ad in THOR's weekly email blast, Hotel Notes

1. Map option is available in map-based online hotel directory, the THOR *Hotel Navigator* (using GoogleMaps).

2. THOR has partnered with Travelport, LP ("Travelport") to use Hotel photographs previously submitted to Travelport for multi-media use. This option is available only to those Hotels that participate in Travelport's rich content ("the "Travelport Program"). If Hotel desires to participate in the Travelport Program, Hotel should contact its Travelport Hotel GDS Representative for more information. If Hotel is a chain level entity and wishes to have more information about the Travelport Program, Hotel may refer to Travelport's Supplier Web site at <http://support.travelport.com/sgc/suppliersvcs>. Select: Hotel Secure. Username = hotels, password = galileo.

\* Marketing packages do not apply to pay for performance or central hotel chain accounts with negotiated rates.

## PROGRAM REQUIREMENTS

This THOR, Inc. 2012 Hotel Contract, including the Request for Proposal ("RFP") and the "Terms and Conditions," (the "Agreement"), is entered into between Travel Industries, Inc., d/b/a THOR, Inc. ("THOR"), with offices located at 12202 Airport Way, Ste 150, Broomfield, CO 80021, and the legal entity identified in the signature block on the last page of this Agreement (hereinafter collectively referred to as "Hotel" or "Property"), for the purpose of extending Hotel's Rates to those travel agencies subscribing (either through THOR or through other travel agency companies) to the THOR Worldwide Hotel Program ("THOR Worldwide Hotel Program"). Such Rates shall be effective following the Effective Date through December 31, 2012 (the "Term").

### RFP

For the Term of this Agreement, Hotel agrees to each of the terms set forth below and, in connection therewith, represents that the information provided by Hotel below is accurate and complete. Hotel agrees to honor all reservations for rooms at the Hotel which are booked based upon such information. In the event that any of such information changes, Hotel agrees to notify THOR immediately.

**The following information is pulled directly from the THOR, Inc. 2012 Hotel Contract and therefore is listed in order based on the section they appear in on the RFP.**

**3. HOTEL RATES/DATA:** For the Term of this Agreement, Hotel represents and warrants as follows:

#### A. THOR'S HOTEL RATE REQUIREMENTS AND INFORMATION:

- The following definitions shall apply to the rates for the Property provided by Hotel to THOR hereunder (collectively, the "Rates"):
  - "Published Corporate Rates" refers to a published rate for corporate travelers.
  - "Best Available Rates" ("BAR")/"Dynamic Pricing" refers to the best non-negotiated rate available at the time of booking.
  - "Consortia Rates" refers to rates offered to consortium subscribers (for the Term of this Agreement) that are at least 15% lower than Published Corporate Rates and are displayed in the GDSs under the THR rate access code.
  - "Promotional Rates" refers to commissionable promotional rates that Hotel would like to provide for certain time periods and are displayed in the GDSs under the THX rate access code.
  - "Rack Rates" refers to the published full price for which hotel rooms are sold.
- Rates provided by Hotel hereunder shall comply with the following THOR requirements:
  - "Last Room Availability" or "LRA" refers to all THOR Rates available, up to and including, the last room at the Property to be sold on a given day based upon the Room Type provided to THOR.
  - "THOR Member(s)" shall refer to THOR's travel agency members who participate in THOR's business of making available travel consulting and reservation services.
  - THR Rates (i) shall not be subject to minimum stay requirements, (ii) shall be commissionable (minimum of 8% Non-US and 10% US), (iii) shall be valid for the Term of this Agreement, and (iv) shall not be subject to Last Room Availability restrictions.
  - THX Rates (i) shall be commissionable (minimum of 8% Non-US and 10% US).
  - Hotel shall provide the same Rates for identical single and double rooms if possible.
  - After a Rate is booked by a THOR Member, any other rate offered by the Hotel's front desk directly to the client of such THOR Member shall be commissionable to that THOR Member.
  - Walk Policy:** If Hotel is unable to honor a reservation, Hotel agrees to find a comparable or better room at an alternate hotel for the dates of the reservation and to be responsible for any increase in room rate for the substitute room. Hotel shall also provide for and cover the cost of transportation to the alternate hotel.
  - Price Promise:** Hotel agrees that the THOR THR Rates shall be at least (i) as favorable as the least restricted rates, rules and terms at which Hotel makes rooms available for booking through any other channel, including, but not limited to, any Web sites or call centers operated or otherwise made available to consumers by any third party, by Hotel; and (ii) below Hotel's Best Available Rate (whichever results in a lower rate).

**7. THOR 2012 BLOCK SPACE PROGRAM OPTION ("THOR Block Space Program"): The THOR Block Space Program allows a THOR Member to reserve a set number of rooms ("Block Space") for their clients during an otherwise sold out situation. This option permits Hotel to offer Block Space rooms at Rack Rates, BAR, Consortia Rates, or Published Corporate Rates as set forth in Section 3.B herein.**

**A. REQUIREMENTS** To ensure that, at all times, both parties will have an accurate count of THOR Block Space Program rooms used at Hotel, Hotel agrees to:

- Guarantee to reserve the number of rooms specified below either for the period January 1 through December 31, 2012 or the Agreement Term whichever is less.
- Apply THOR Rates (i.e., Rack Rates, BAR, Consortia Rates or Published Corporate Rates, whichever is chosen by Hotel below) for THOR Block Space Program reservations and guarantee such rates to THOR for the entire 2012 calendar year, or the Agreement Term.
- Pay to THOR Members a commission (minimum of 8% for Non-US and 10% for US) on all THOR Rates provided by Hotel for the THOR Block Space Program.
- Revert to Hotel's regular inventory any unused THOR Block Space Program rooms 48 hours prior to 6:00 P.M. (local time for Hotel).
- Honor THOR Block Space Program rooms only booked by a THOR Block Space Program reservationist, and do not honor any direct booking from a travel agency/traveler for the THOR Block Space Program. If a reservation for the THOR Block Space Program is made directly with Hotel by a travel agency/traveler, such reservation will not count towards the THOR Block Space Program allotment. Authorized staff for the THOR Block Space Program reservations can be reached at 800-358-1127. Hotel shall notify the travel agency if a THOR Block Space Program reservation is erroneously taken by Hotel from an unauthorized travel agent.
- Allow a maximum of 10 blackout date ranges (Section 2 above) for the THOR Worldwide Hotel Program and the THOR Block Space Program.
- Allocate a minimum of two (2) rooms per night towards the THOR Block Space Program.
- Ensure that minimum night stay requirements do not apply to reservations made under the THOR Block Space Program.
- Activate reserved THOR Block Space Program rooms for THOR in the event that Hotel's rooms are otherwise sold out.

**8. THOR ONLINE HOTEL NAVIGATOR.** THOR shall list the Rates in the THOR Web site "online Hotel search engine" known as the THOR *Hotel Navigator* (the "Hotel Navigator"). Additionally, Hotel may display the Rates in the GDSs (as defined in Section 1) under Hotel's GDS chain and Hotel codes. Rates displayed via these media are bookable only by those agencies subscribing to the THOR Worldwide Hotel Program. Hotel agrees that the Hotel for which it submits Rates shall conform to the requirements listed in this Agreement.

1. Map option is available in map-based online hotel directory, the THOR Hotel Navigator (using GoogleMaps).

2. THOR has partnered with Travelport, LP ("Travelport") to use Hotel photographs previously submitted to Travelport for multi-media use. This option is available only to those Hotels that participate in Travelport's rich content ("the "Travelport Program"). If Hotel desires to participate in the Travelport Program, Hotel should contact its Travelport Hotel GDS Representative for more information. If Hotel is a chain level entity and wishes to have more information about the Travelport Program, Hotel may refer to Travelport's Supplier Web site at <http://support.travelport.com/sgc/suppliersvcs>. Select: Hotel Secure. Username = hotels, password = galileo.

\* Marketing packages do not apply to pay for performance or central hotel chain accounts with negotiated rates.



## TERMS AND CONDITIONS

1. Title; Licenses. Hotel hereby represents and warrants that it is the sole owner of, or has acquired all rights of use in and to, all of its copyrights, patents, trade secrets, trademarks, service marks, logos, graphics, content, data, photographs, images and other intellectual property rights, including, but not limited to, any Hotel photographs, graphics or related content on the THOR Web site or in the THOR *Hotel Navigator* that have been submitted previously to THOR or Travelport for multi-media use (the "Intellectual Property"). Without conveying any proprietary right, title or interest in and to Hotel's Intellectual Property, Hotel hereby grants to THOR a non-exclusive, non-transferable, world-wide, royalty-free license, effective throughout the Term, to use, display, copy and publish the Intellectual Property of Hotel solely for the purposes of performing THOR's obligations pursuant to the terms of this Agreement.

2. Limitation of Liability. EXCEPT FOR SECTIONS 1, 6 AND 7 OF THESE TERMS AND CONDITIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. No Additional Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

4. Indemnification. Each party agrees to indemnify and hold harmless the other, the other's subsidiaries and affiliates, and the respective successors and assigns thereof, from any and all third-party claims, including, but not limited to, damages, costs, demands, actions, suits, or losses, including reasonable attorney fees and court costs, which arise directly or indirectly out of (i) any infringement by the indemnifying party of any right, title and interest in and to its Intellectual Property, as set forth in Section 1 above; or (ii) the negligence or willful misconduct of the indemnifying party in connection with its warranties hereunder (including, but not limited to, Hotel indemnifying THOR for any inaccurate information regarding Rates provided by Hotel to THOR hereunder); or (iii) any claim arising from products and/or services provided or to have been provided by the indemnifying party hereunder. Each party agrees to (1) promptly notify the other in writing of any indemnifiable claim; and (2) give the indemnifying party the opportunity to (a) defend or negotiate a settlement of any such claim at the indemnifying party's expense, and (b) cooperate fully with the indemnifying party, at the indemnifying party's expense, in defending or settling such claim.

### 5. Payment; Taxes.

(a) Hotel agrees to pay the Participation Level Fees selected under Section 8.B. of the RFP portion of this Agreement upon receipt of an invoice therefor from THOR. In the event that Hotel fails to submit payment in full to THOR when due, in addition to any other rights or remedies available to THOR, THOR shall assess interest based upon the greater of (i) the rate of 18% per annum; or (ii) the highest rate permitted by applicable law, as well as the cost of any fees and costs incurred by THOR in collecting Hotel's outstanding indebtedness (including attorney fees). If the Hotel agrees to participate in the THOR Worldwide Hotel Program, which is evidenced by the signature of an authorized representative of the Hotel, as required below (or e-signature if submitting the Contract by electronic means through Lanyon or Nexus), such signature signifies agreement by the Hotel to the terms of this Agreement, including, but not limited to, these Terms and Conditions, and to pay for participation in the THOR Worldwide Hotel Program. Hotel shall remain liable for amounts due and owing: (i) in the event the person who signs this Agreement leaves the employ of the Hotel or the ownership or management company of Hotel changes; and (ii) in the event during the term of the Agreement the Hotel closes for renovations. THOR shall have the right to exclude Hotel from the THOR Worldwide Hotel Program for a period of two (2) years for nonpayment of fees.

(b) Hotel and not THOR shall be solely responsible for any and all taxes and/or other obligations associated with Hotel guests and/or receipt of Rate payments hereunder.

(c) Billing method (i.e. individual invoice, central invoice, etc.) is determined at time of signature. If billing method subsequently changes an administration fee of \$25 may be charged.

6. Termination; Survival. THOR may terminate this Agreement, with or without cause, upon delivery of three (3) days notice to Hotel. All obligations of each party that have accrued prior to an expiration or termination of this Agreement or that are of a continuing nature shall survive an expiration or termination of this Agreement.

7. Confidentiality. Neither party shall disclose any terms or conditions of this Agreement (other than its existence and duration) or any matters relating to the course of dealings between the parties to any unaffiliated third party without mutual written approval of the other party, except (i) as expressly provided in this Agreement; or (ii) as such party may be compelled to do so by law.

8. Reporting. Hotel agrees to provide to THOR room night production information related to Hotel stays based on reservations made by THOR Members. Such information may be obtained by THOR (i) directly (via a GDS); or (ii) by any third party engaged by THOR to assist in gathering such information.

9. Entire Agreement; Modifications; Assignment; Compliance with Laws; Governing Law; Relationship of the Parties. This Agreement, including all attachments hereto, constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements. This Agreement may be modified only by a written instrument properly executed by each of the parties. This Agreement is personal to Hotel and Hotel may not assign its rights, duties or obligations hereunder to any person or entity. Each party agrees to comply with all laws to which it is subject. This Agreement and performance hereunder and actions related hereto shall be governed by the internal laws of the State of Colorado. This Agreement does not create a partnership, agency, or joint venture between the parties and neither party is authorized to or shall act toward third parties or the public in any manner, which would indicate any such relationship with the other.

10. Notices. All notices shall be in writing and sent by first class or overnight mail courier service, or transmitted by facsimile (if confirmed by a mailing), to the addresses indicated herein, or such other address as either party may provide by at least thirty (30) days prior written notice to the other party.

11. Force Majeure. Neither party will be liable for, or be considered in breach of or default under this Agreement on account of, any delay or failure to perform hereunder as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence.

12. RFP. Hotel hereby represents and warrants that it has accurately and truthfully completed the RFP portion of this Agreement. In the event that any of the information provided by Hotel in the RFP changes, Hotel agrees to notify THOR immediately. THOR shall have the right to terminate this Agreement immediately, in whole or in part, if it disapproves of such a change.

13. Credit Check(s). During the Term, but no more frequently than two (2) times per calendar year, Hotel authorizes THOR to conduct a credit check of Hotel and to obtain a credit report from one or more independent credit reporting agencies. In connection therewith, Hotel agrees to provide all pertinent information reasonably required to conduct a credit check. Hotel further releases from all liability all persons, companies, credit reporting agencies and corporations supplying such information to THOR hereunder. In the event that any of the information provided by Hotel to THOR changes, Hotel agrees to notify THOR immediately. THOR shall have the right, in its sole discretion, to terminate this Agreement immediately, in whole or in part, if it disapproves of Hotel's credit rating or a change related thereto.

14. Hotel Closure. Hotel shall provide THOR with sixty (60) days prior written notice in the event of a Hotel closure for renovations not due to a force majeure event.

15. THOR Marketing. Hotel agrees that THOR may solicit each Hotel, by email and regular mail, with information pertaining to THOR's publication marketing opportunities which includes, but is not limited to, advertising, THOR updates, THOR news and Block Space information.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of which, when taken together, shall constitute one and the same document.

By submitting to THOR the electronic THOR, Inc. 2012 Hotel Contract through Lanyon, Inc. or Nexus World Services, Inc. you are agreeing to the above Terms And Conditions.