

Carlson Wagonlit Travel Hotel Programme 2012

Rate Proposal Terms and Conditions

By submitting an Offer, the Hotel agrees to the terms and conditions below. The Hotel acknowledges that these terms and conditions and the Hotel's Offer, to the extent applicable, shall form the Agreement between Carlson Wagonlit Travel, Inc. ("CWT") and the Hotel named below ("Hotel") for the 2012 Hotel Programme ("Agreement"). If accepted into the 2012 CWT Hotel Programme, Hotel will be notified via Hotel's chain/group representative with GDS loading instructions and rate access codes.

TERMS AND CONDITIONS OF PARTICIPATION

Deadlines: Return the completed rate proposal form to Hotel's chain/group representative by their established deadline. For reference, the chain/group representative must return all completed contracts in one batch for the group to CWT by **August 31, 2011**. Completed contracts will be processed and published in the web directory and booking tools in the order they are received.

Terms, Conditions: Please read all terms and conditions carefully.

Hotel agrees to:

- Authorize the individual submitting the Hotel Offer to act on its behalf.
- Acknowledge that this Agreement shall be binding for its duration, **regardless of any changes in management or ownership of the hotel listed herein.**
- Standard consortia rates may not increase once accepted.
- Guarantee reservations for late arrival to the CWT agency's IATA number, if requested.
- List all rates offered herein with the Hotel central reservation office, and make the rates available through all the GDS/CRS in which Hotel participates. All rates must be loaded in the GDS under the CWT rate access code and be displayed as the CWT rate.
- Honor the following walk policy if a CWT client has a guaranteed reservation but no room is available upon arrival: Hotel agrees to find and pay for accommodations for one night at a comparable hotel nearby, provide transportation to that hotel, and pay for one long distance phone call.
- Honor the cancellation policy provided in the contract and agree that in case of dispute the cancellation policy listed in the contract is the one that will be applied.
- Place no minimum night stay requirements on the rates offered (excluding rates submitted for Long Stay).
- Offer all standard consortia rates at last room availability (not subject to yield management closeouts).
- Provide preferred rates that are equal to or lower than those offered to any other travel agency group. CWT reserves the right to remove Hotel from this Programme, assess a fine of no more than \$100 USD, and not consider Hotel for future programs if this rate clause is found to be in violation and CWT is not offered an amended preferred rate complying to rate terms.
- Acknowledge that this Agreement is governed by the laws of the state of Minnesota.
- Acknowledge that CWT will issue an additional fee of \$50 USD and remove the property listing should the promotion fee invoice or any invoice (ie. Advertising fee invoices) remain unpaid after 30 days of issuance.
- Black out dates can not apply to block space.
- Hotel's participation in the CWT Hotel Programme commits Hotel to pay CWT all commissions owed on eligible bookings. Hotel commits to the payment of due commissions within 30 days of guest departure, and to respond to all queries regarding commission payments, whether they originate from CWT or from third party agencies working on behalf of CWT within 30 days of receipt of the statement or query.
- All properties selected for the Programme will be marketed via the CWT Hotel Programme web directory.

Fees: The 2012 fee scale is outlined below in US dollars. **Fees for properties offering non-USD rates will be calculated by converting the rate to USD using the prevailing conversion rate(s) at the time of invoicing – not the conversion rate at the time of file submission.** Fees will reflect Hotel's rates rounded to the nearest dollar and our banks conversion rate at the time of invoicing. Fees are based on the single preferred CWT 1st room type rate offered (e.g. fee is based on the rate offered in highest rate period) if Hotel is offering standard consortia rates. If Hotel is offering best available rates fees will be based on the high/ceiling rate. **Payment is due upon receipt of invoice.**

Maximum ROH Preferred Rate	Promotional Fee
\$140 or less	\$799 USD
\$141 - \$190	\$985 USD
\$191 +	\$1045 USD

LEGAL NAME OF HOTEL CHAIN/GROUP _____