



**Advanced Reservation Systems, Inc.
Hereinafter called ARES
3750 Convoy St. Suite 312, San Diego, CA 92111
Fax completed agreement back to 858-430-4875**

ARES Hotel Website Booking Engine Agreement

Overview

The Hotel agrees to retain the services of Advanced Reservation Systems, Inc (ARES) in accordance with the terms of this Agreement. These services include the development of a Hotel Website Booking Engine Link to be utilized by Hotel for the purpose of processing electronic reservations from Hotel's Website.

Term

The rights granted under this Agreement are effective from the Effective Date hereof for Twenty Four (24) months. Either party may terminate this agreement at least 45 days prior to the end of the twenty four month period or as otherwise provided. Terms of this agreement will begin on the first day an online reservation is produced. Hotel agrees to pay all fees owed prior to the termination of this Agreement. Annual fee is non-refundable upon termination of agreement.

Hotel Website Booking Engine Link Development

ARES agrees to develop, host and maintain a Web Booking Engine Link on behalf of Hotel. Implementation will have features outlined in "Attachment A". ARES agrees to grant Hotel continual access via the Internet to update rates and availability for Hotel's room inventory. ARES agrees to maintain, license or develop online reservation technology to integrate into Web site for the purpose of booking rooms at Hotel.

Fee

There is an annual fee of \$2400.00 for the Hotel Website Booking Engine Link for a minimum term of two years. Payment for first year is due and payable in full before commencement of development of Hotel Website Booking Engine Link.

Indemnification

Hotel will indemnify and hold ARES harmless from all claims, damages, and expenses (including, without limitation, attorney's fees) incurred or awarded against ARES arising out of or relating to the provision of the ARES software and related services hereunder.

Limitation of Liability

The total liability of ARES for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the products or services provided under this agreement shall not exceed the aggregate amounts paid by hotel to ARES under this agreement. In no event shall either party be liable for any indirect, incidental, special, consequential, or punitive damages under this agreement, including, without limitation, damages for lost profits, lost revenue, or lost savings, incurred by either party or any third (3rd) party, even if the party has been advised of the possibility of such damages.

Confidentiality

The parties shall each preserve in strictest confidence all of the other party's Confidential Information (as defined herein) and shall at all times protect the other's Confidential Information through the highest commercially reasonable standard of care. Neither party shall use or disclose to any person the other's Confidential Information, except upon the other's authorization, and except for use in accordance with this Agreement. Any disclosure of the other's Confidential Information to a party's employees, subcontractors, or agents shall be made only in the normal course of business, on a need-to-know basis within the scope and purpose of this Agreement. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information when such party is required by law to do so, provided such party takes all reasonable steps to limit the disclosure of the Confidential Information to the maximum level allowed, and further provided the other party is given a reasonable opportunity to contest the disclosure and/or obtain a protective order. As used herein, "Confidential Information" means: (i) the terms and conditions of this Agreement; (ii) all information relating to the either party's business including but not limited to any

information relating to either party's customers, product plans, product prices, marketing plans, guests, employees, business opportunities or personnel; (iii) all information disclosed to (whether such disclosure is intentional or not) or learned by a party; provided, however, Confidential Information will not include information which (w) is generally available in the public domain through no action or inaction of the receiving party; (x) was already in the possession of the receiving Party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (y) is obtained by the receiving party from an independent third (3rd) party that is under no obligation of confidentiality to a party regarding the information; or (z) is independently developed by the receiving party without use of or reference to materials provided by the disclosing party.

Force Majeure

Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.

Intellectual Property

Property of ARES: All techniques, algorithms and methods or rights thereto owned by or licensed to ARES and employed by ARES in connection with the Hotel Website Booking Engine Link and Related Programs ("ARES Materials") shall be and remain the property of ARES or its licensors. Property of The Hotel: Nothing herein shall be construed to grant any right or license to ARES in or to any content or other material provided to ARES hereunder by The Hotel, other than the right to use such material on behalf of The Hotel to promote The Hotel on the Internet and in other electronic media. All of the foregoing materials, including, but not limited to, any and all copyrights, trademarks, service marks, and trade names related thereto, are and shall remain the property of the Hotel.

Miscellaneous

This Agreement shall be interpreted in accordance with the laws of the State of California and any legal proceeding arising out of this Agreement will occur in San Diego County, California, and Hotel hereby agrees to and submits to personal jurisdiction in California and in San Diego County. In the event of a change of hotel ownership and/or managements, the terms of this Agreement will remain in effect.

Survival

Notwithstanding the expiration or termination of this Agreement for any reason, the rights and duties of the parties under those sections which by their nature should survive, shall survive such expiration or termination and remain in full force and effect.

Advanced Reservation Systems, Inc.
3750 Convoy St. Suite 312
San Diego, CA 92111

Date _____

Advanced Reservation Systems, Inc.

Date _____

Authorized Representative of Hotel

Attachment A: Hotel Website Booking Engine Link Features

- Integrates directly with Hotel's Website
- Update rates and availability from any web browser via the ARES Extranet™
- Reservations notifications to both fax and email
- View current reservations
- View pick-up report
- Search reservation and customer data and download to a spread sheet
- Unlimited Room Types
- Tracking codes to track banner adds and email blasts
- Ability to sell attraction tickets