

**INTERNOVA TRAVEL GROUP  
INTERNOVA HOTEL PROGRAMS  
2022 TERMS AND CONDITIONS**

**1. GENERAL**

**1.1 INTERNOVA HOTEL PROGRAMS HIGHLIGHTS AND RFP PROCESS.**

Hotel will complete and electronically deliver a Request for Proposal application (“RFP”) to the Internova Hotel Programs (the “IHP”). The RFP will detail the products and services (the “Products”), the commissions, rates, and fees offered by Hotel. Hotel warrants the information submitted on the RFP is correct and legally binding for the length its participation in the IHP and agrees to the Terms and Conditions of the IHP (“Terms”).

The person named in the RFP as submitting the bid must have authority to enter and bind the Hotel to these Terms with Travel Leaders Group Holdings, LLC (d/b/a Internova Travel Group) (“Internova”). Internova includes, its subsidiaries and affiliates, including but not limited to (a) Travel Leaders Network, LLC, its franchisees and affiliate members, including but not limited to the following brands and business names: Travel Leaders, TL Network, TLN (including US and Canadian members), Cruise Holidays, and emPower Travel, (b) Internova Leisure Group, including but not limited to the following brands and business names: Travel Leaders, Cruise Specialists, Luxury Travel Network, All Aboard Travel, Singlescruise and Cruisedeals.com, (c) Nexion and Nexion (Canada), (d) Travel Leaders Corporate, (f) Altour International Holdings, LLC and its subsidiaries, Altour California, LLC and Altour Delaware, LLC (g) Tzell Travel and its branches, (h) Pro Travel and its branches and (i) Internova-Commerce, including any travel business or Internova Location acquired after the Effective Date (“Internova Locations”).

In its absolute discretion, Internova reserves the right to accept or reject Hotel’s RFP submissions for any reason.

**1.2 ACCEPTANCE INTO THE HOTEL PROGRAM.**

If accepted, Hotel will be entered into the IHP, and its Products will be offered to the IHP agent members. Hotel represents and warrants that it will perform and deliver its Product to the IHP and its agent members. Hotel is responsible for providing a copy of these Terms to each location in its chain or managed locations.

When provided by Internova Hotel Division (“IHD”), Hotel agrees to display status as a “SELECT Hotels and Resorts” partner where appropriate and visible to guests. Once received and when appropriate, Hotel agrees to display SELECT Hotels and Resorts program logos on its website within thirty (30) days of receipt.

Hotel shall provide any and all information as reasonably requested by IHD from time to time, including without limitation information as to its amenities and updated photos for use on the Internova’s websites and publications. Hotel will notify IHD of any changes to the property, as well as any changes to key staff. Such changes can be sent via email to: [hotels@internova.com](mailto:hotels@internova.com).

**1.3 TERM OF PARTICIPATION AND TERMINATION.**

The term of participation in the IHP is from January 1, 2022, through December 31, 2022 (the “Term”). The Term shall end on December 31, 2022, regardless of whether the Hotel joined the IHP after January 1, 2022. An RFP must be completed for each calendar year.

Hotel's participation in the IHP shall be subject to termination at the discretion of Internova at any time and for any reason. Should Hotel fail to comply with its obligations and requirements in these Terms or if Hotel becomes insolvent, files or is forced to file any petition in bankruptcy or makes an assignment for the benefit of its creditors, Internova shall have the right to terminate Hotel's participation in the IHP immediately. Notwithstanding the termination, Hotel must provide the Products booked before the termination, even if the Products are reserved for after the termination.

#### **1.4 HOTEL STATUS.**

Hotel agrees to inform IHD no later than thirty (30) days prior to Hotel property being sold, closed, partially closed, or if it plans to undergo renovations. A booking strategy to protect existing and future reservations must be in place and approved by IHD before any future reservations can be confirmed. Hotel also agrees to adhere to the Terms of the current Term for reservations that are already confirmed through IHD during any prior Term or for three (3) months after the termination of Hotel's participation.

#### **1.5 MARKETING ASSETS.**

Hotel grants Internova a non-exclusive, irrevocable, non-transferable license to use, reproduce, publish any images, photographs or other content (collectively, "Works") provided in any IHD publications, in original and all versions or formats. Hotel represents and warrants that it has obtained any and all releases or consent forms required to grant the rights set forth herein, and such releases and/or consents are sufficient to permit IHD to publish and otherwise use the Works as provided in these Terms without further compensation, consents or releases being required. Hotel further agrees to indemnify and hold Internova and its officers, directors, employees, subsidiaries or parent harmless against any and all liability, claim, causes of action, suits, damages and expenses (including reasonable attorneys' fees) brought by a third party that the use of the Works infringes on their intellectual property rights .

#### **1.6 RESERVATION CHANGES.**

Hotel agrees that it will not take any steps to, nor allow for, rebooking activities, whether related to room upgrades, category changes, or any other material change to existing reservations, that are not accompanied by appropriate communication to the booking agent and agency and which do not maintain previously agreed too commission levels, consistent with program participation. All changes made to reservations booked through IHD will remain fully commissionable and the agent of record will persist throughout the reservation. Hotel will preserve all IHD bookings and attribute them to IHD and will not intentionally change or credit the bookings to another program or consortium.

#### **1.7 DIRECT CUSTOMER COMMUNICATION.**

Hotel agrees that it will not solicit IHD customers, independent of IHD, with any offer, whether monetary, value-add, loyalty based, or otherwise, which undercuts the value delivered through IHD and/or the customer's agent of record.

#### **2.0 PARTICIPATION FEES, ROOM RATES, AMENITIES, AND COMMISSIONS.**

##### **2.1 PARTICIPATION FEES.**

Hotel will pay the Participation Fee as stated in the RFP and pay the Participation Fee in full and shall pay any bank, wire or other fees.

If Hotel fails to submit the full payment when due, in addition to any other rights and remedies available to Internova, Internova will assess interest based upon the greater rate of 6% per annum, or the highest rate permitted by applicable law, plus the costs of collecting the outstanding fees.

If Hotel closes for renovations or any other reason and does not pay the Participation Fees, Internova reserves the right to exclude Hotel from participation in the IHP.

## **2.2 ROOM RATES AND AMENITIES.**

The IHP room rates must be equal to or lower than the rates offered to any other agency group, travel agency, consortium, travel agency website, or association throughout the Term; the rates must be based on **Last Room Availability** (LRA) by room type. This includes those hotels offering the best rate of the day or dynamic pricing. If, during the Term, Hotel negotiates lower rates with another party, the IHP rates will be immediately lowered to reach parity and the IHP will be notified. All rates and amenities provided to the IHP guest will be communicated in writing, in the form of a confirmation letter or welcome note, and such notification will reinforce the fact that the rates and amenities are provided as a result of using an Internova affiliated agent. Hotel will provide examples of this communication to IHD upon request.

The IHP room rates offered must be loaded in all GDS systems including Amadeus, Apollo/Galileo, Sabre, Worldspan, Pegasus, as detailed and instructed on the GDS rate-loading document provided upon acceptance to the program. Hotel is expected to load rates upon receipt of rate-loading document. Hotel acknowledges that delays or failure to load rates may impact production. Hotel is responsible for the accuracy of the information it loads into the GDS for the IHP rates and inclusions.

Hotel will ensure the accuracy and delivery of IHD rates and amenities and takes full responsibility to properly reconcile customer service issues regarding any failure to honor this.

Hotel will be solely responsible for the collection of guest payments and for any and all taxes or other obligations associated with the guest payments. For further information or assistance with loading rates contact: [hotels@internova.com](mailto:hotels@internova.com).

## **2.3 COMMISSIONS.**

All the IHP rates must be commissionable at a minimum of 10% and must be comparable with local, regional, country standards and taxation law and paid within 60 days of guest departure.

Commission must be paid to the IHP booking agency without providing an invoice for that commission.

If and when an invoice is sent to your hotel, or to your hotel consolidated payment center, you (they) are required to answer the status of all commissions that are outstanding on your account. Failure to do so may result in your hotel being placed on an Internal Hotel Black-List that is sent out to all the Internova Group owned agencies. This can also affect the status of your current hotel program agreement with Internova Group.

## **3.0 CONFIDENTIALITY; DATA PRIVACY.**

“Confidential Information” includes all information relating to Internova, IHD’s, IHP’s or Hotel’s products, services, or business affairs that is of a confidential, proprietary, or non-public nature, whether communicated orally or in writing, and whether in tangible or intangible form, including, without limitation, financial data, costs, margins, mailing or other marketing lists, advertising, promotion, product or program concepts, plans or proposals, the RFP or these Terms or any other information that is of a confidential, proprietary, or non-public nature, sensitive information, including Personal Data. “Personal Data” means all personal data collected, generated, used, stored, transferred or otherwise processed by Hotel or Internova which will be shared between Internova and Hotel in connection with offering the Products. Confidential Information does not include information that was disclosed by either party (“Disclosing Party”) prior to the existence of these Terms, by a third party or information that was previously known by a receiving party (“Receiving Party”). The Receiving Party

must keep the Confidential Information in strict confidence and only permit disclosure to its officers, directors, employees, affiliates or to those persons necessary in the performance of these Terms and participation in the IHP. This section will survive the termination of these Terms.

Each party agrees to (i) comply with all applicable data protection and privacy laws and regulations; (ii) ensure that its privacy notices are clear and provide sufficient information to customers for them to understand which of their Personal Data shall be processed and/or shared with the other party in connection with their booking; (iii) ensure that all Personal Data that is shared with the other party is collected, processed and transferred in accordance with applicable data protection and privacy laws and regulations; and (iv) implement, maintain and, at all times operate adequate and appropriate technical and organizational measures to (i) protect the security, confidentiality, integrity and availability of the Personal Data, and (ii) protect against unauthorized or unlawful processing of the Personal Data and accidental loss, destruction or the making vulnerable of, or damage to, the Personal Data.

If a party receives any complaint, notice, request (including any subject access request) or communication which relates directly or indirectly to its processing of Data it shall immediately notify the other party in writing and shall provide full cooperation and assistance in relation to the same. If a party discovers or suspects: (i) any unauthorized or unlawful access, processing, use or destruction of any Personal Data; (ii) any Personal Data is disclosed or accessed in breach of any applicable data protection or privacy laws; (iii) any loss, theft, damage, corruption or misappropriation by any means of any Personal Data or media, materials, records, or information containing any Personal Data; and/or (iv) any other security incident affecting the Personal Data (each "Data Incident" described above), then it must notify the other party in writing no later than 48 hours after discovery of the Data Incident and provide written details of the nature of the Data Incident including, the categories and approximate numbers of data subjects concerned and the categories and approximate number of personal data records concerned, the likely consequences of the Data Incident, and the measures taken or proposed to be taken to address the Data Incident including measures to mitigate possible adverse effects for data subjects. Each party shall, where relevant, provide full cooperation, information and assistance to other party in relation to any Data Incident in accordance with Data Protection Law and the other party's reasonable instructions.

#### **4.0 RELATIONSHIP BETWEEN HOTEL AND INTERNOVA.**

Each party is an independent contractor, and the employees, representatives or agents of each party shall not be deemed employees, representatives or agents of the other party. The parties are not engaged in a relationship of principal and agent, including but not limited to joint ventures, partners, employees, franchisees or associates. Neither party is granted any right or authority to make commitments, enter into contracts on behalf of, obligate or bind the other party.

The IHP members are entirely independent legal entities and are not managed or controlled by Internova in anyway. Hotel agrees to look solely to the IHP member for the performance of the member's obligation to Hotel. Hotel will defend, indemnify, and hold Internova harmless from and against all claims of any nature arising from the provision of Hotel's products to members or members' customers.

#### **5.0 INTELLECTUAL PROPERTY.**

The trademarks and service marks ("Marks") of each party are the sole property of their respective parties. These Terms do not grant any license to either party to use the other's marks for any purpose other than in the performance of these Terms and the participation in the IHP.

#### **6.0 INDEMNIFICATION.**

Hotel agrees to indemnify, defend and hold Internova and its affiliates, directors, officers, employees, agents and subsidiaries harmless from and against any and all third-party claims, demands, liabilities,

costs or expenses, including attorney's fees and costs, arising from, or related to (i) any breach by Hotel of any of these Terms; (ii) any violation by Hotel of applicable law; (iii) Hotel's gross negligence or willful misconduct. Hotel's indemnification obligations shall survive its termination in the IHP program.

#### **7.0 INSURANCE.**

Hotel will carry commercial general liability insurance and professional liability insurance in amounts of at least \$1,000,000 per occurrence for each with an insurer that has an A.M. Best rating of at least "A" and will provide a current certificate of insurance upon request.

#### **8.0 MERGER.**

The accepted RFP and these Terms constitute the entire agreement between the parties and supersede all earlier and contemporaneous agreements, writings, statements and understandings between the parties with respect to the subject matter.

#### **9.0 NO WAIVER, SEVERABILITY; ATTORNEYS' FEES.**

The rights and remedies of the parties are cumulative. No failure or delay by any party in exercising any right, power or privilege will operate as a waiver of or will preclude that party's right to exercise that right, power or privilege. If any provision of these Terms and Conditions is deemed void or unenforceable by any court of competent jurisdiction, that provisions will be stricken without affecting the remaining provisions. If any legal action or other proceeding is brought because of an alleged dispute, breach, default, or misrepresentation, the successful or prevailing party will be entitled to recovery or reasonable attorneys' fees and costs incurred in such action proceeding, in addition to any other relief to which that party may be entitled.

#### **10.0 WARRANTIES.**

Hotel warrants that it is and will remain in full compliance with all applicable laws and regulations relating to the subject matter of these terms and conditions including but limited to Americans with Disability Act (ADA), safety, fire, and building codes.

#### **11.0 NOTICE.**

To Internova: in writing by email at [hotels@internova.com](mailto:hotels@internova.com) with a copy to: Internova Travel Group, Attn: Legal Dept., [legal@Internova.com](mailto:legal@Internova.com) 1633 Broadway, 35<sup>th</sup> Floor, New York NY 10019.

To Hotel: Notices to Hotel will be sent to the address provided in the RFP, or to the Brand or Group contact person.

#### **12.0 JURISDICTION AND VENUE.**

This relationship and the documents governing this relationship are governed by the laws of the State of New York, whose state and federal courts shall have exclusive jurisdiction over any dispute arising between the parties.