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Supplier Listing Agreement

This Agreement is made between **West Peak Destinations, LLC**, d.b.a. **Gateway Reservations** (hereafter referred to as Gateway Reservations and or assigns and _____, hereafter referred to as **Supplier**.

Whereas, Gateway Reservations owns and operates a reservations and sales service, adequately staffed with a toll free telephone number for reservations of lodging, transportation, activities, and vacation packages for visitors.

Whereas, Gateway Reservations is a limited liability company in the State of Colorado and works nonexclusively with its Suppliers to coordinate the reservations and sales of services provided by the Suppliers with the marketing and promotional activities of the Suppliers.

Whereas, Supplier desires to participate in and enjoy the benefits of Gateway Reservations and acknowledges the importance to Supplier and the reservations and sales service of Gateway Reservations and the marketing and promotional activities of Gateway Reservations.

Whereas, Supplier and Gateway Reservations desire to set forth their respective rights and obligations; therefore, Supplier and Gateway Reservations agree to as follows:

1. **LISTING:** Supplier hereby lists the property/activity identified below with Gateway Reservations for the purpose of booking reservations for the Supplier during the term of this Agreement. Supplier may list additional properties/activities with Gateway Reservations only with the prior written consent of Gateway Reservations. Gateway Reservations shall have the right to inspect all properties/activities for which a listing is requested and shall have the right to decline listings for any reason.

2. **RATES AND INFORMATION:** Supplier rack rates and other charges, including any assessments, resort lodging fees, Forest Service fees or any other related tax or assessment should be disclosed in writing for each season. There shall be no "black out" periods when availability in a property/activity exists. Rack rates and availability for Gateway Reservations bookings will be at least the same rates or less as established for direct bookings to the property/activity.

Supplier shall be responsible for uploading their rack rates into Inntopia for each property/activity listed. Winter rates shall be established for **November 1 through April 30**. Summer rates shall be established for **May 1 through October 31**. Gateway Reservations reserves the right to sell Supplier's product, through the Call Center only, at last year's rates or the current rate on file until such "new" rates are uploaded. It is highly recommended that Supplier upload rates at least one (1) year in advance. In order for Gateway Reservations to properly represent Supplier in the Call Center and on the Website, Supplier is responsible to update any fees, changes, or other information directly into Inntopia as they occur.

3. **BOOKING RESERVATIONS:** Subject to the terms of this Agreement, Gateway Reservations will book reservations for the listed properties/activities through the central reservations software, Inntopia. The software automatically allocates requests for reservations during the specific time frame among listed properties/activities pursuant to programmed criteria and priorities, which include: location, price; type, and any other requested amenities. "Inventory" or FREE SELL (as defined below) is the only means by which Gateway Reservations can represent and sell Supplier online through the Website. If "Inventory" is not provided, Supplier will only be represented in the Call Center and reservations will be considered Call & Request reservations. Supplier acknowledges that Gateway Reservations represents multiple properties/activities, many of which may compete with Supplier. Gateway Reservations does not guarantee any level of business.

4. **SUPPLIER QUALIFICATIONS AND OBLIGATIONS:** Supplier shall have a staffed office available, which shall include Supplier's primary check-in location for guests. Supplier's office shall have signage visible from the street showing the name of the company and/or property/activity to provide easy identification. Supplier's office shall be open during "Regular Business Hours" (generally defined as 9a.m. to 5p.m.). Supplier will have staff available and accessible to respond to guest needs. In the case where 24-hour service is not available to guests, Supplier will provide "After-Hours" procedures.

5. **DEFINITIONS:** The following terms not otherwise defined in this Agreement shall have the meanings specified below:

Group means a single booking for a party consisting of not less than (5) five rooms, or (4) four condominium units accommodating 20 or more people during the summer or winter season.

Summer Season means the period commencing on May 1 of each year and ending on October 31 of that year.

Winter Season means the period commencing on November 1 of each year and ending on April 30 of the following year.

Net rates are non-commissionable rates based on unit/activity type and specific date periods.

Commissionable rates are rates whereby Supplier is charged a commission percentage on the unit/activity selling rate excluding taxes and fees.

Block Inventory/Free Sell shall mean a block of one or more lodging/activity units by unit type, listed as **inventory** with Gateway Reservations, which Supplier authorizes Gateway Reservations to confirm to guests for occupancy without advance notice to, or the approval of, Supplier. Supplier must maintain Block Inventory/Free Sell at all times to be represented and sold online through Gateway Reservations' website and its web-based affiliates.

Call & Request shall mean the Supplier has not provided any **inventory** units to Gateway Reservations, and, therefore, will only be represented and sold through Gateway Reservations' Call Center and not online through Gateway's website and its affiliates. Gateway Reservations must confirm availability with Supplier prior to making reservation.

Lodging means accommodations including, but not limited to, a bed and breakfast, hotel, motel, apartment, condominium, vacation home, cabin, or campground site, which is owned or managed by the Lodging Supplier and listed with Gateway Reservations in compliance with this Agreement.

Activity means activities including, but not limited to, train rides, raft trips, jeep tours, hot air balloon rides, Melodrama, spa treatments, Mesa Verde Tours, charter air service, car/limousine rentals, jeep rentals, coach bus rental, stagecoach tours, horseback rides, snowmobile tours, lift tickets, ski/snowboard equipment rentals, ski/snowboard lessons, sleigh rides, which is owned or managed by the Supplier and listed with Gateway Reservations in compliance with this Agreement.

Package means a combination of at least two of the following: lodging, lift tickets, ground transportation, air transportation, tours, and/or other guest activities. Gateway Reservations will establish published date ranges by which Supplier shall submit package net rates. Gateway Reservations pre-collects customer payment on all packages. Packages are promoted directly through call center, website, and direct marketing efforts.

Online Reservations Service shall mean Supplier reservations made directly by guests through Gateway Reservations' website or its web-based affiliates.

Concierge/Referral Program shall mean a referral program whereby Gateway Reservations provides referral fee revenue opportunities to Supplier for referring guests that actually book lodging, activity, and/or vacation package reservations through Gateway Reservations.

Pre-collection payment shall mean Gateway Reservations will collect a deposit and/or final payment for lodging/activity reservations, including tax, in advance of guests' arrival. Gateway Reservations then pays the Supplier in advance for the net rate reservation or any commissionable reservation less any commission or other amounts owed Gateway Reservations by Supplier. Gateway Reservations will submit final payment to supplier approximately 14 days prior to guests' arrival or within approximately 7 days of receipt of guest payment if received inside of 14 days of arrival.

Inntopia, owned by Sterling Valley Systems, Inc., refers to the central reservations software used by Gateway Reservations which allows users the ability to research rates, availability, and information for specific dates of travel. While it continues to be the Supplier's responsibility and privilege to maintain its own inventory, it is understood that Gateway Reservations will maintain full access to Supplier's account in order to monitor and maintain the account as necessary for the duration of Supplier's relationship with Gateway Reservations. It is also understood that Gateway Reservations retains exclusive rights to utilize the inventory that Supplier makes available through Inntopia during the duration of its relationship with Gateway Reservations.

6. **INVENTORY:** Supplier must designate inventory of specific units in order for reservations to be made from Gateway Reservations' Website or its web-based affiliates. If unit inventory is not maintained, Supplier will be promoted and sold through the Call Center only on a 'Call and Request' basis. Supplier has the ability to self-manage designated inventory through Inntopia, which is an inventory management application available through the Internet. It is the obligation and responsibility of Supplier to keep its dedication of inventory updated. Reservations made by Gateway Reservations from inventoried blocked units shall take priority over all other reservations, including those made directly by Supplier or any another third party. Should a reservation not be available due to the inaccurate maintenance of available inventory, Supplier may be responsible for the payment of commissions due Gateway Reservations on that specific reservation and any amount the guest may incur which is in excess of original reservation.

7. **CONFIRMATIONS TO SUPPLIER:** Reservations booked from inventory shall be confirmed to Supplier immediately after booking by sending notice to the reservation email address and/or fax number provided by Supplier in their Inntopia account. In order to protect guests' privacy, Supplier retrieves detailed reservation information via access through Supplier's Inntopia account. Supplier retrieves and acknowledges new reservation booking information by accessing Supplier's Home Page in their Inntopia account.

8. **CONFIRMATIONS TO GUEST:** Gateway Reservations shall issue guest confirmations showing amounts payable prior to arrival, including deposit and final payments. Gateway Reservations shall process all requests for deposits, guest confirmations, deposit notices, final payment notices, cancellations and refunds with respect to all reservations.

9. **PACKAGES:** Gateway Reservations markets and promotes lodging and activity packages. In order to participate as a package partner, Supplier shall agree to a package commission rate of 20% or more off retail/rack rates.

10. **SUPPLIER PRODUCT CONDITION:** On an annual basis, Gateway Reservations may inspect Supplier's product for the familiarity and general condition of the facilities. Should Supplier's product not meet inspection standards, Gateway Reservations will request Supplier to make adjustments as needed. These adjustments will be agreed upon between Gateway Reservations and Supplier. If Supplier fails to perform these agreed upon adjustments, Gateway Reservations reserves the right to cancel this Agreement.

11. **DEPOSITS AND PAYMENTS:** At the time of booking, Gateway Reservations will collect 100% of all activities, trip insurance, airline tickets, any booking fees as well as 1 night's lodging as a deposit and will collect the itinerary balance 30 days prior to arrival. If booked inside 30 days of arrival, entire amount is due at booking. Payment and cancellation policies for special events and holiday periods may differ from above.

12. **DISBURSEMENTS TO SUPPLIER:** Gateway Reservations shall pay Supplier the provided net rate or the rack rate less commission, plus taxes and other applicable fees due on the reservation approximately 14 days prior to reservation date. Gateway Reservations shall also deduct Supplier's obligation for modifications, refunds, cancellations, and credit card charge backs, and/or any other amounts owing by Supplier to Gateway Reservations, if applicable. Supplier shall be responsible to pay all taxes, including but not limited to sales, lodging, resort, and other taxes or similar charges imposed with respect to reservations. Supplier shall indemnify and hold Gateway Reservations harmless from any obligation in connection therewith.

13. **PAYMENTS TO GATEWAY RESERVATIONS:** Supplier shall also pay to Gateway Reservations all costs and expenses, including reasonable attorneys' fees, incurred by Gateway Reservations in enforcing this Agreement or collecting any amounts payable hereunder. Without limiting other remedies, if Supplier fails to pay any amount due within (60) days after billing, Gateway Reservations may cease booking reservations for Supplier and shall not be obligated to provide any other services pursuant to the Agreement until all amounts owing are paid in full, including service charges and costs of collection. Any successor owner of listed properties/activities shall be jointly and severally liable for all unpaid amounts owing by Supplier. Supplier represents and warrants that it shall not transfer any listed property/activity unless the transferee assumes all obligations of Supplier under the Agreement in writing and agrees to be bound by the provisions hereof.

14. **PAYMENTS AND CREDIT CARDS:** Gateway Reservations shall accept payment via credit card, check, or cash. During the term of this Agreement, Gateway Reservations shall use reasonable efforts to maintain its ability to accept payments through the following credit cards: Visa, Master Card, American Express, and Discover. Gateway Reservations may accept other credit cards from time to time at its discretion. In the event of a refund for any portion of a reservation that is due to a credit card charge back, the parties involved shall credit the credit card in the same proportions as received.

15. **RESERVATION CANCELLATIONS AND MODIFICATIONS:** Supplier shall refer all requests for reservation cancellations to Gateway Reservations. In the event reservations are canceled directly with Supplier, Supplier shall immediately notify Gateway Reservations in writing, via fax, or by phone of the cancellation(s). In the event Supplier misrepresents cancellations, Supplier shall be liable to Gateway Reservations for all lost revenue and other damages sustained. Gateway Reservations or its authorized representative shall have the right to inspect and copy Supplier's records relating to listed properties/activities in order to verify occupancies and cancellations. In the event reservations are canceled directly with Gateway Reservations, Gateway Reservations shall immediately notify Supplier via email and through Supplier's Inntopia account. Supplier's cancellation policies and fees will be enforced as per the information provided in Inntopia if stricter than Gateway Reservations default cancellation policy.

16. **INVENTORY DISCREPANCIES:** In the event any discrepancies occur on any information provided to the guest by Gateway Reservations from the inventory supplied by Supplier; Supplier shall be responsible for any credits, claim or damages incurred by any guest receiving such inaccurate information.

17. **GUEST COMPLAINTS:** Supplier represents and warrants that resolving complaints and other problems to the satisfaction of the customer will be given the highest priority by Supplier and its employees, including complaints that the property/activity sold was not as represented. Supplier agrees to cooperate with Gateway Reservations in resolving customer complaints. If properties/activities listed by Supplier have an unusually high number of complaints or an excessive proportion of complaints are not being satisfactorily resolved by Supplier, Gateway Reservations may exercise its rights pursuant to the "Term" section of this agreement.

18. **TERM:** Term of this Agreement shall automatically renew annually and shall commence the date a fully executed copy is received by Gateway Reservations and shall continue thereafter until terminated. Either party may terminate this Agreement for any reason or without reason by giving the other party at least (30) days' prior written notice of the proposed termination date. Termination pursuant to the preceding sentence shall be effective as of the date specified in the notice or, at the election of the party receiving the notice, the end of the season (winter or summer) in which the notice is given, whichever occurs first. In addition, in the event either party breaches or otherwise fails to perform any of its obligations hereunder within (10) days after notice of such breach or default from the other party, the non-defaulting party may elect to terminate the Agreement by giving at least (5) days' prior written notice of the date of termination to the party in default. This Agreement shall remain in effect with respect to reservations that have been booked prior to the effective date of termination, provided that upon termination Gateway Reservations may, in its discretion, move all or any portion of outstanding reservations to other properties/activities, in which event, Supplier shall have no rights or obligations with respect thereto.

19. **RESERVATIONS SERVICES:**

- a) **Toll-Free Call Center Service:** Supplier's listed property/activity information is provided by entering it through Inntopia, and will automatically be added to the Gateway Reservations' reservations system database to be referenced by Gateway Reservations' call center agents. Gateway Reservations acts as

listed property/activity's reservations desk by providing information and making reservations for Gateway Reservations phone- and Web-based customers.

- b) **Online Reservations Service:** Website visitors have the ability to view Supplier's property/activity description, availability, amenities, services, rates, and pictures.
- c) **Concierge Service/Referral Fees:** If Supplier cannot accommodate the request and needs of an inquiring guest, Supplier can participate in Gateway Reservations' "concierge service" by referring their guest to Gateway Reservations for assistance with lodging, activity, or vacation package information and reservations
- d) **Online Concierge:** Supplier may choose to offer its customers a "Concierge Service" through a Booking Widget on Supplier's Website to a customized version of Gateway Reservations' Inntopia booking engine. Supplier may choose what type of product and specific Suppliers to offer. Supplier's Website visitors and confirmed future guests will have the ability to view, plan, and book lodging, activities, and/or air prior to their arrival via this online Booking Widget.

20. **FEES AND COMMISSIONS:** Fees charged by Gateway will be charged according to this Agreement and are subject to change or adjust from time to time.

- a) Listing fee of \$75 for Lodging and \$50 for activities required to activate account, with annual renewal fee in same amount each year thereafter.
- b) 15% commission for all "Block Inventory/ Free Sell" reservations processed through online sales channel or through call center.
- c) 17% commission for "Call & Request" reservations, processed through call center only.
- d) All payments will be collected directly by Gateway Reservations from the guest and payable, less commissions, to the supplier.
- e) 20% minimum commission off published retail/rack rates to participate in "Packages"
- f) Suppliers that require assistance with Inntopia account set-up and maintenance, website corrections and updates, and photo manipulation may be invoiced at \$75.00 per hour, billed in ½ -hour increments.

21. **INDEMNITY:** Supplier shall indemnify, defend, and hold Gateway Reservations harmless from any and all obligations, loss, liability, or expenses, including reasonable attorneys' fees, that may be incurred by Gateway Reservations for any reason whatsoever related to the rental, use of occupancy, and participation in Supplier's listed property/activity of Supplier's listed properties/activities, including without limitation, losses and expenses due to misrepresentations, breach of contract or failure to perform by Supplier, it's agents, and employees. In the event of any dispute related to or arising under the Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

22. **AUTHORITY:** Supplier represents and warrants that it is the owner of each listed property/activity and/or a duly authorized agent of the owner with full legal authority to bind the owner of each listed property/activity to the terms and conditions of this Agreement. In the event Supplier is acting as an agent, Supplier shall be jointly and severally liable with the owner of the property/activity for all obligations hereunder.

This Agreement states the entire understanding and agreement of the parties and supersedes and replaces all prior understandings and agreements. Gateway Reservations shall be under no obligation to extend or renew this Agreement or offer similar services to Supplier after the termination of this Agreement. In the event damages are awarded to either party for breach of this Agreement, damages shall be limited to direct, out-of-pocket damages sustained, and in no event shall either party be liable for indirect special, consequential, punitive, exemplary or other damages. This Agreement shall not be interpreted for or against any party based on participation in drafting or similar rules of construction. No provision of this Agreement may be waived except by an instrument in writing signed by the party to be charged with the waiver. No waiver shall be a continuing waiver unless so stated in the instrument of waiver. Each of the parties agrees to execute and deliver such further documents and to take such further actions as may be reasonable requested by any other party to carry out the provisions of this Agreement. This Agreement may be executed in any number of counterparts and may be transmitted by facsimile copier or similar means. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth. The laws of the state of Colorado shall govern this Agreement.

Gateway Reservations

Bruce K. Moss, President
West Peak Destinations, LLC
d.b.a. Gateway Reservations

Date

Supplier

Print Management Company Name

Print Authorized Agent Name

Authorized Agent Signature

Date

Supplier's Product/Activity Name(s)

Supplier Contact Information:

Address: _____

Phone: _____

Fax: _____

Email: _____