

2018 Application

Welcome

Thank you for your company's interest in joining Starwood Hotels & Resorts Worldwide, Inc.'s STARnet program. Please review all sections of the application and direct any questions to your local Global Sales Office. Fully completed applications forms, together with all supporting documentation should be returned to Starwood at the address on this application form.

STARnet program approval shall take approximately 2-4 weeks and shall be determined in Starwood's sole discretion. At a minimum, approval will require that your company: (i) provides complete and accurate documentation; (ii) has a proven track record of providing travel-related services; (iii) has been established in business for a minimum of three years; and (iv) possesses all required operating licenses.

Steps to Joining

STEP 1

- Complete the STARnet application.
- Provide Starwood with brochure collateral and other promotion materials that your company will use to support the promotion of the tour vacation packages.
- Provide Starwood with an original sample voucher that clearly identifies your name and billing address, provides adequate fields to include the name of hotel and the number of nights, and clearly and conspicuously includes a place to disclose to the customer all mandatory applicable charges (such as resort charges) and state and/or local taxes.
- Email all application documents in PDF format to: StarNet@starwoodhotels.com

STEP 2

- The Starwood Wholesale STARnet Program Agreement is included with this document, and must be acknowledged and signed by an executive of your company.

STEP 3

- After you provide your consent to the contract, you will be provided with your company's unique STARnet SET account number which will provide your company with access to more than 1,000 STARnet rates online at www.starwoodnet.com or on any of Starwood's branded websites.
- After your STARnet Set account number is activated, your company's profile will be updated with billing information together with a scanned copy of your company's voucher for all participating properties to access.

STARWOOD WHOLESALE STARnet PROGRAM AGREEMENT

This STARWOOD WHOLESALE STARnet PROGRAM AGREEMENT (the "Agreement") is made and entered into by and between, the company designated below ("Company") and Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"). The Effective Date of this Agreement shall be the date that a Company executive acknowledges below that he/she has read, understands, and agrees to be bound by following the terms and conditions governing Company's use of the STARnet rates (SETWFNR/SETWFDB):

1. Sale of Rooms STARnet rates are net, non-commissionable, per room, per night and will be quoted in U.S. Dollars, unless otherwise indicated. No commission shall be due or payable by Starwood or any participating property in connection with the booking or consumption of rooms hereunder.
 - a. The STARnet rates may be offered and sold by Company to consumers strictly for leisure business, and must be marked-up and distributed by Company as part of a packaged travel product that is, at a minimum, a combination of a room and either airfare or an overnight cruise ("Travel Package"). In no event shall STARnet rates be sold by Company as a property-only product. STARnet rates are not applicable for the booking of business travel groups, specific departure programs and tour series, which must be negotiated through the Starwood Global Sales Office (GSO) or directly with a property.
 - b. If Company is acting as a "Receptive Wholesaler", and solely distributing room inventory to non-consumer clients who in turn market and distribute such inventory to consumers as part of Travel Packages, Company may provide STARnet rates to such non-consumer clients so long as:
 - (a) the posted rate reflects a markup from the STARnet rate; and
 - (b) Company discloses to the non-consumer client that (i) it cannot sell such rooms unbundled from a Travel Package, and (ii) should the rate be unbundled from a Travel Package (in violation of this Agreement), the rate must be marked up so as not to violate Starwood's Best Rate Guarantee policy.
2. Non-disclosure of Rates. Company shall not offer or sell rooms in a manner that discloses, directly or indirectly, the STARnet rates to the customer or any other party. Company shall also not disclose to the customer or any other party the rate for any component (including airfare) that is included in a Travel Package. If Company does disclose or publish any rate associated with a room that is offered as part of a Travel Package, Company will indemnify and hold Starwood harmless from and against any claims, losses and costs caused thereby, including, without limitation, any claims by consumers under Starwood's Best Rate Guarantee policy. Company shall not advertise that they have the "lowest prices available" for Starwood room inventory.
3. Mandatory Charges. STARnet rates may not include all charges (such as resort charges and other automatic property charges) and state/local taxes applicable to the room. It is the sole responsibility of Company to clearly and conspicuously disclose to the customer in advance of booking (in accordance with Starwood's distribution and disclosure policies) all mandatory applicable charges and state/local taxes specified by the applicable participating property, and whether or not such items are inclusive of, or in addition to, the price charged by Company for the Travel Package, and that the customer is responsible for the payment of any additional charges or taxes. Any failure by Company to comply with the requirements specified in this paragraph and/or applicable laws and regulations, including, without limitation, any administrative, judicial or governmental requirements, mandates or orders, regarding disclosure of all applicable fees, charges or state/local taxes shall constitute a material breach by Company.
4. Incidental Charges. Company shall advise all customers who purchase rooms at participating properties that they are responsible for all incidental charges that may be incurred during the course of their stay at the property including, without limitation, charges for extra person, extra bed, mini-bar, room service, movies, internet access, telephone, and health club use.

5. Confirmation. Company shall provide, in accordance with all applicable laws and privacy policies, confirmation of Travel Package details to its customers. Such confirmation shall provide customers with the name, brand affiliation, precise location and telephone number of the relevant participating property, the Company customer service toll-free number, the applicable cancellation, early departure and refund restrictions.

6. Restriction on Onward Distribution
 - a. STARnet rates are solely for use by companies and organizations that have executed a STARnet agreement with Starwood. STARnet are non-transferable or assignable to any other company or organization including, without limitation, any electronic internet, online distribution system or Global Distribution System (GDS). Company acknowledges and agrees that it is not authorized by Starwood to release, re-distribute or assign STARnet rates to or through any other company or distribution channel.

 - b. If Company is acting as a Receptive Wholesaler, STARnet rates may be distributed by Company to companies or organizations that operate off-line distribution channels; provided, however, that Starwood and participating properties may, in their sole discretion, prohibit Company's onward distribution to companies and organizations that have either violated Starwood's Best Rate Guarantee or that Starwood determines do not qualify for use of STARnet rates (including, without limitation, online distributors such as Orbitz and Priceline.com). Company acknowledges that it must restrict recipients of rates from any further onward distribution by them, and shall remain liable for violations of this Agreement including, but not limited to, Starwood's Best Rate Guarantee by companies and organizations that have received the rates from Company.

 - c. In the event of any violation of any portion of this Section 6, Starwood and each participating property reserves the right to immediately terminate this Agreement and to seek any remedies available at law or in equity. Company acknowledges and agrees that a violation of any portion of this Section 6 will cause irreparable harm to Starwood and the applicable participating properties, and that accordingly Starwood and each participating property shall be entitled to seek immediate injunctive relief preventing the continued offer or sale of rooms in violation of this Agreement.

7. Marketing. Starwood and its affiliates own and/or license the brand names, logos and images of the properties and brands that may be made available under this Agreement. Starwood, its affiliates and the applicable participating properties hereby grant to Company a non-exclusive, non-transferable, non-assignable, and indivisible worldwide, royalty-free right and license to use those images of the participating property, and those brand logos and brand trademarks that are provided by Starwood or the participating property to Company in connection with this Agreement ("Starwood Marks") solely for the limited purpose of promoting the sale of Travel Packages that include rooms at the participating property. The use of any Starwood Marks is subject to and conditioned upon compliance with the terms and conditions of the Starwood Trademark Guidelines, as such may be amended from time to time. All Starwood Marks are to be downloaded from www.starwoodarchive.com. A copy of the current Starwood Trademark Guidelines is posted on www.starwoodarchive.com and incorporated herein by reference. Company acknowledges the goodwill which Starwood and the participating properties have developed in connection with the Starwood Marks. Accordingly, Company shall not use, and shall cause its affiliates and customers not to use, any advertising method that creates or overlays links or banners on websites, browser windows, or utilizes any other method whether now known or hereafter developed to generate traffic from any Starwood or participating property website without prior written consent of Starwood. In addition, Company agrees not to bid on or purchase placement rights for any key words that incorporate any Starwood Marks, including the name of any property owned, managed or franchised by Starwood during the term of this Agreement, in the number one or any other position in any search engines. Company understands and agrees that upon the expiration or the earlier termination of this Agreement for any reason, all of its rights and interests granted herein to use the Starwood Marks shall cease, and all such rights and interests shall remain solely vested in Starwood and the participating properties.

8. Best Rate Guarantee. Company acknowledges that its publication, offer and sale of any rooms is subject to compliance with Starwood's published Best Rate Guarantee policy. Accordingly, Company may not publish, offer or sell any rooms at rates that are less than the rates for such accommodations that are available to the consumer on any website under the Starwood.com or SPG.com domains or on any other Starwood owned or operated websites. In the event of the violation of this Section 8, Starwood and each participating property reserve the right to (i) recoup the difference in rate between the rate published on the Starwood website and the rate published, offered or sold by Company, and (ii) to immediately terminate this Agreement. Company shall indemnify each participating property and Starwood against all claims, losses and costs incurred thereby as a result of any violation of Starwood's Best Rate Guarantee policy caused by a violation in this Section 8 including, without limitation, any rate discounts required to be granted to consumers. All Best Rate Guarantee terms and conditions are available on www.starwood.com.

9. Availability. Company's ability to make reservations using STARnet rates are subject to room availability and such reservations must be made online using Company's STARnet SET ID number via one of Starwood's branded web sites or starwoodnet.com in order to receive the STARnet rates. This Agreement does not apply to groups of ten (10) or more rooms or of fifteen (15) or more guests.

10. Billing Privileges. Companies are initially approved into the STARnet program on either a pre-pay or bill-back basis, and may from time to time change their status, if approved by Starwood in its sole discretion.
 - a. If Company has been approved for bill-back status by Starwood, participating properties will accept approved vouchers from Company in lieu of payment for rooms and other services. Company agrees that in the event that any payment due to a participating property is over thirty (30) days outstanding, the individual participating property may require prepayment directly from Company for future reservations on the STARnet program, until such time the overdue payment has been received. In the event that numerous participating properties notify Starwood of Company's outstanding payments or debts, its bill-back status may be revoked for all future reservations and thereafter be accepted on a fully pre-paid basis only. Company acknowledges that some participating properties may require an additional application prior to extending bill-back status at their property. Each participating property's standard cancellation policies apply to all reservations and will be available to Company for review prior to making a reservation at the applicable participating property

 - b. If Company has been approved only for pre-pay status, Company will be required to guarantee all reservations with a valid credit card, and vouchers from Company shall act as room confirmation only. Each participating property's standard cancellation policies apply to all reservations and will be available to Company for review prior to making a reservation at the applicable participating property.

11. Revenue and Taxes. For rooms sold by Company using STARnet Rates, the participating property shall be due and Company shall remit to such participating property in accordance with the applicable provision in Section 9, an amount equal to one hundred percent (100%) of the STARnet rate, plus any applicable occupancy or other taxes levied directly on the sale of a room and any other mandatory charges specified by the applicable participating property, including, without limitation, resort charges and other automatic property charges (the "Standard Room Charge"). As between Company and Starwood or any participating property, Company shall retain all amounts by which the price of a Travel Package as charged by Company to the customer (the "Consumer Price") exceeds the Standard Room Charge. Company shall be solely responsible for, and shall timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Consumer Price and the Standard Room Charge. Company shall indemnify, defend and hold Starwood and

each participating property harmless from any claims, losses, causes of action or any investigation by governmental authority related to taxes, fees, other duties or charges actually or allegedly payable with respect to any amounts charged or collected by Company other over and above the Standard Room Charge. For avoidance of doubt, Company shall promptly reimburse Starwood or participating property for any taxes paid and cost incurred (including attorneys fees) in respect of the margin or markup retained by Company on sales of rooms.

12. Representations and Warranties. Company represents and warrants that it has the right, power and authority to enter into this Agreement and to perform all of its obligations hereunder. Company agrees that it is solely responsible for the content of its marketing and advertising materials relating to Travel Packages, and Company represents and warrants that it will accurately and completely display at all times any room information provided by Starwood or any participating property.

13. Indemnification. Company and Starwood shall indemnify, defend and forever hold each other (including their respective parents, subsidiaries or entities under common ownership or control, and all of their respective present and former officers, members, shareholders, directors, employees, representatives and agents, and their successors, heirs and assigns) ("Indemnitees"), harmless from and against any and all third-party losses, liabilities, claims, costs, damages and expenses (including, without limitation, fines, forfeitures, reasonable attorneys' fees, disbursements and administrative or court costs) arising out of (i) any breach by a party of its representations, warranties and covenants in this Agreement or (ii) any negligent act or omission or alleged negligent act or omission on the part of a party in the performance of, or failure to perform its obligations under this Agreement. Company acknowledges and agrees that (a) Starwood shall not be responsible and shall not have any liability to Company or any third party for the acts, errors, omissions or conduct of (including any failure to comply with this Agreement by) any participating property that is not majority-owned and controlled by Starwood, (b) Company's sole recourse for any claims it may allege to have under this Agreement relating to participating properties not majority-owned and controlled by Starwood shall be directly against the respective owners or controlling entities of such participating property and (c) Company's indemnity shall cover (i) any third party claim that any Company website or any part or component thereof violates any applicable law or regulation or infringes upon or misappropriates any third party's intellectual or proprietary rights or violates a third party's rights of privacy, (ii) any claims arising out of or relating to Company's failure to pay any applicable taxes due on amounts charged or collected by Company, or (iii) any claims or costs, including reimbursement for waives or non-collected mandatory charges including resort fees or other automatic property charges, due to the failure of Company or any of its Customers to clearly and conspicuously disclose to the consumer in advance of booking all mandatory fees and charges including resort fees or other automatic property charges.

14. Limitation of Liability. EXCEPT FOR LIABILITY OF A PARTY ARISING OUT OF ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, AND WITHOUT LIMITING THE INDEMNITY OBLIGATIONS OF ANY PARTY UNDER THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

15. Confidential Information. The parties agree that certain information exchanged in connection with this Agreement, is confidential including, without limitation, the terms of this Agreement, and all material marked confidential or would reasonably be understood to be confidential, and may not be disclosed or utilized by the receiving party for any purpose other than as set forth herein, without the express written consent of the disclosing party, except to the extent that such information: (a) was in the public domain at the time of disclosure by the disclosing party; (b) was in the possession of, or known by, the receiving party prior to its receipt from the disclosing party, with the approval of the source of such information; (c) is independently developed by the receiving party without the use of the confidential information; or (d) becomes known to the receiving party from a source other than the disclosing party, who, insofar as is

known to the receiving party, is not under an obligation of confidentiality to the disclosing party.

16. Term. The term of this Agreement shall commence on the earlier of the Effective Date, or the date that Company activates its STARnet SET account number provided by Starwood and shall continue for twelve (12) months from the Effective Date ("Term"); provided, however, that if Starwood has not approved Company as eligible for STARnet rates in its sole discretion pursuant to the procedure set forth on www.starwoodnet.com, this Agreement shall be null and void.

17. Termination. Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days from receipt of written notice of such breach, provided, however, that if Company fails to honor a properly submitted voucher and billing, the Starwood may terminate this Agreement immediately without notice. Starwood may also terminate this Agreement within (30) days after delivery to Company of written notice of termination if, after the Effective Date, Company becomes controlled by any entity that, directly or through any affiliate thereof, is engaged in the ownership, management, operation, leasing, online distribution or franchising of lodging accommodations including, but not limited to, all GDSs and major online distributors

18. Compliance with Law. Company agrees to perform its obligations under this Agreement in compliance with its privacy policy and all applicable federal, state and local laws governing this Agreement, including any rules, regulations or requests of the U.S. Department of Homeland Security.

19. Insurance. Each participating property and Company shall carry and maintain Commercial General Liability covering bodily injury (including personal injury and advertisers injury) and property damage with a combined single limit of not less than \$100,000 per occurrence/annual aggregate with an insurance company possessing a minimum A.M. Best rating of A-VI.

20. Miscellaneous.
 - a. Governing Law. This Agreement and all matters or issues related hereto shall be governed by the laws of the State of New York without regard to its choice of law rules.

 - b. Arbitration. Any controversy, claim or dispute arising out of or relating to this Agreement, shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association ("AAA") in New York, New York. The arbitration award will be enforceable in any state or federal court. If legal or collection action, including an alternative dispute resolution process, is necessary by either party to enforce this Agreement or to resolve a dispute arising hereunder, the substantially prevailing or successful party shall be entitled to recover reasonable attorneys' fees, costs and expenses, including those on any appeal or review, or in any bankruptcy proceeding.

 - c. Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned, pledged, delegated or otherwise transferred, in whole or in part, by Company, without the prior written consent of Starwood.

 - d. Relationship of Parties. Neither this Agreement nor the cooperation of the parties contemplated hereunder shall be deemed or construed to create any partnership or joint venture between the parties.

- e. Public Communications. Company shall not make or issue any public statement or announcement regarding the existence or the content of this Agreement, without the prior written consent of Starwood.

- f. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall be in full force and effect.

- g. Survival. The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement (including, without limitation, Sections 7, 10-14, and 20) shall survive any such expiration, termination or cancellation.

- h. Waiver. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the party against whom such waiver or excuse is claimed.

- i. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with regard to the subject matter hereof, and supersedes all prior and contemporaneous oral or written agreements and representations.

STARnet APPLICATION

BY INSERTING THE REQUESTED INFORMATION AND BY TYPING MY INITIALS BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.

***Required Fields**

Initials*	
Date*	
First Name*	
Last Name*	
Company*	
E-mail*	
Address1*	
Address2	
City	
State	
Postal Code	
Country*	
Phone (Include Country Code)	
Fax (Include Country Code)	
Starwood Contact	
I would like to receive STARnet updates via email*	
By providing this information, you consent to Starwood's use in accordance with its Privacy Statement	

Please photocopy this application for your records and return original application. Please ensure you have filled out the email address.

RETURN TO:

StarNet@starwoodhotels.com

For further information, please contact your local Starwood representative or email starnet@starwoodhotels.com.