AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Inntopia System and Services Agreement (DestiMetri

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached contract. This contract will need approval and signature by the Local Marketing District Board.

Fiscal Impact: $31,796

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Included in 2021 Budget. kw

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 12/16/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/17/2020 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/18/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/22/2020

Revised April 2015

Inntopia System and Services Agreement (DestiMetrics)

This Agreement, executed on _____, is between Sterling Valley Systems Inc. dba Inntopia ("Inntopia") and Gunnison County ("Client" "You" or "Your"), with Services (as identified below) beginning on January 1, 2021 ("Service Start Date") and continuing through December 31, 2021 ("Service End Date"), subject to the terms and conditions described herein. The Client, their participating properties ("Client-Properties") along with their designated and authorized staff are collectively referred to herein as Subscribers.

The purpose of this Agreement is to plan, initiate and operate a destination-lodging research program for the Client, (collectively, "Services") in conjunction with its Client-Properties, operated by Inntopia, utilizing Inntopia's proprietary methods, systems, procedures and enabling technology as further described below:

I. Services:

Services Provided: Includes both one-time program startup feasibility and ongoing program Operations, along with the production and publication of related work product which are provided by Inntopia under the terms of this Agreement, as further described in "Attachment B – Products and Services", attached hereto and incorporated herein by reference.
Ongoing Operations: Begins with the completion of Startup (if applicable), continues through the term of this Agreement and concludes with a final report, mid-month after the Service End Date. (Note: By way of example, using a 12 month Agreement, Ongoing Operations will begin after completion of Startup, which is typically 60 days after the Service Start Date, and completion of Startup, then continue for 10 monthly reports through Service End Date, with the final Report several weeks thereafter.)
Data Submission & Report Subscribers: This Agreement includes participation licenses for up to 14 Client-Properties as data submitters. Additionally, access to resulting reports is granted and provided via the Inntopia Destimetrics secure web portal for up to 33 Subscribers (which includes 2 representatives for each Client-Property, and 5 Subscriptions for Client representatives), subject to change by mutual agreement during the term of this Agreement.

II. Client Responsibilities: Client will:

Compensate Inntopia annual fees of $31,796, payable at Service Start Date, and then quarterly in advance through the Term of the Agreement, as further detailed below:

Invoice Date	Amt. Due	Description
January 1, 2021	$7,949	Service Start Date - First of four quarterly payments
April 1, 2021	$7,949	Second of four quarterly payments
July 1, 2021	$7,949	Third of four quarterly payments
October 1, 2021	$7,949	Fourth of four quarterly payments

Note: Fees are based on Inntopia standard policies and payment terms outlined above and will be subject to change if altered.

2. Designate a representative in the person of John Norton/Andrew Sandstrom (Client Representative) to serve as primary contact for Client's performance of the responsibilities described herein.
3. Identify, recruit, and engage Client-Properties, by way of a related Client-Property Subscription Agreement (see Attachment C) and then assist Inntopia with their Startup and ongoing data submission in accordance with Inntopia standard procedures.
4. Acknowledge that this Agreement is part of a broader, cooperative industry destination/lodging research program, whose value increases with broader participation, and generally endorse and promote Program participation by any/all appropriate properties, similar comparative destinations

_____ Client (Initial)

and any others whose participation might be beneficial.

III. Inntopia Services and Responsibilities: Inntopia will:

1. Provide those products and Services further described in Attachment B, along with the use of its proprietary systems, procedures, policies and enabling technology.
2. Assist Client in their recruitment of Client-Properties and then provide Startup training/orientation and ongoing support of Client and Client-Subscribers.
3. Collect data provided by Client-Properties, evaluate and secure the resulting data, then produce and distribute requisite reports to all Subscribers by way of Inntopia's DestiMetrics secure web portal to which Subscribers are provided access via individual Subscriber logons.
4. Provide Client-Properties with access to additional Inntopia products and services (beyond the scope of this agreement) on an a la carte basis, at best available rates, subject only to pre-existing commitments and in accordance with its standard Terms and Conditions.

IV. Client-Property Responsibilities: In the performance of their obligations under this Agreement, both Inntopia and Client rely on participating properties, the terms and responsibilities for which are defined in a separate but related Client-Property Subscription Agreement (see Attachment C), where:

1. Client-Properties agree to execute and abide by the Client-Property subscription agreement, participate by submitting their reservation activity data according to Inntopia standard terms, conditions and procedures in a manner that is both timely and accurate, as will be confirmed as part of the Feasibility-Startup

2. Earn Subscription rights and access to resulting reports (see Attachment B)

3. Receive right to purchase additional Inntopia products and services on an a la carte basis pursuant to a separate agreement between Inntopia and the Client-Properties

V. Terms and Conditions:

1. Billing Procedures:

a. Fees related to this Agreement are due and payable as described in the Client Responsibilities section of this Agreement and are delinquent if not received within 30 days of invoice date. Delinquent payments are subject to interest charges at 1.5% per month until received and if not cured within 30 days of notice, are grounds for default under this Agreement and the right to pursue applicable remedies.

b. If at Client's request, Inntopia travels to Client's location then Client will be responsible for the payment of all reasonable and receipted travel expenses incurred by Inntopia.

c. No taxes or other similar surcharges are anticipated, but if imposed or assessed by an authorized taxing authority, will become the Client's responsibility to pay.

d. Any/all additional work requested by Client and not already included in this Agreement, will be performed, subject to pre-existing commitments, and charged at Inntopia standard rates, terms and conditions.

2. Confidentiality and Distribution: Data Provided by Client-Properties, and resulting reports are CONFIDENTIAL INFORMATION, as subject to the following:

a. Client/Client-Property data will be treated as Confidential Information by Inntopia, not to be published or distributed unless aggregated with other similar data and indistinguishable as a result. Inntopia will retain all data in its secure web portal, produce and distribute agreed upon reports for Client and Client-Properties and retain exclusive rights to the data and various reports, provided that no individual Client-Property data is disclosed, nor any aggregated data made public, nor will Inntopia disclose aggregated destination data, unless with Client approval.

_____ Client (Initial)

For example, Client and Client-Property data might be combined with other similar data as part of a broader regional or industry-wide report set.

b. As part of the Separate-but related Client-Property Subscription Agreement (Attachment C), Client Properties and their respective Subscribers, acknowledge and agree that all information, reports and related data posted within Inntopia's DestiMetrics web portal and/or otherwise provided by Inntopia is CONFIDENTIAL INFORMATION, to which access is restricted, and reproduction, distribution or sharing of this CONFIDENTIAL INFORMATION is STRICTLY PROHIBITED and enforceable by law excepting only when specific written agreement provides otherwise.

c. Notwithstanding the foregoing, nothing in this Section shall restrict Client or Client Property regarding any Confidential Information which (i) You can prove You rightfully possessed before You received such information from another party; (ii) subsequently becomes publicly available through no fault of Yours; (iii) You can prove You develop independently; or (iv) is subsequently furnished rightfully to You by a third party without restrictions on use or disclosure; or (v) is required to be disclosed in response to a valid order of a court or other official governmental body, provided however that You shall first give notice to Inntopia of such disclosure and shall allow Inntopia to try to obtain a protective order requiring that the information and/or documents so disclosed be used only for the purposes required by law.

3. **Inherent Limitations and Restrictions**: Notwithstanding the reasonable and best efforts undertaken by the parties to fully perform their respective obligations as provided for herein, the parties acknowledge and agree that there are inherent limitations and/or restrictions which may alter, influence and otherwise affect the results and the success of this Agreement and may thereby provide justifiable cause and reason for inability to perform certain obligations by a given party. These limitations and restrictions include, without limitation, the following:

   a. Client-Property Subscribers submission of timely and accurate data is vital to the performance of this Agreement, but beyond the control or direction of either Inntopia or the Client, and could result in a failure to start or maintain the minimum thresholds of sufficient quantity or quality of data (Data Integrity) to publish viable reports in which case:
      1. Parties will utilize best efforts to restore minimum Data Integrity.
      2. Inntopia may evoke a limited report production process, where data will be collected, aggregated, and reports produced, but distributed only to Client on a confidential basis, until Data Integrity is restored.
      3. If Data Integrity is not achieved within 4 months of Service Start Date, or not maintained for any consecutive 3 month period during the term of this Agreement, then this Agreement may be cancelled by either party by providing 30 days written notice as provided for herein. .

   b. The existence of minimum Data Integrity will be determined and established by Inntopia, in accordance with its standard procedures and at its sole discretion.

4. **Responsibility:** All Program participants understand and acknowledge that Inntopia reports are based on data provided by participating program Client-Properties.

   a. **Systems:** Inntopia stands by the systems (processes, procedures and technology) used to vet, aggregate and organize data that has been submitted to the Program. In the event that an error in these systems results in inaccurate data being published, Inntopia will take the necessary steps to resolve the errant issue and republish any and all reports that have been impacted by the errant system and provide an explanation of the correction, insofar as such an explanation does not breach Inntopia confidentiality policies or reveal trade secrets.

   b. **Submitted Data:** Inntopia will use its best efforts to assure the accuracy of the data and resulting reports. Client acknowledges that data submissions from Client-Properties must be submitted in a manner that is compliant with Inntopia data definitions, standards, and

submission procedures. Client acknowledges that Inntopia systems may not identify all errors in data submitted by Client-Properties. In instances where errant data submissions are identified after publication, Inntopia will work to correct the errant data and restate / republish any and all reports that have been impacted by the errant data and provide an explanation of that correction, insofar as such an explanation does not breach Inntopia confidentiality policies or reveal trade secrets.

c. Inntopia will not be responsible or liable for accuracy of the data provided by Client-Properties nor its impact on resulting reports, or any decisions made as a result.

5. Termination: This Agreement may be terminated:

a. Immediately by Inntopia if Client commits a material breach of any term of this Agreement, including Client's failure to pay any of the fee(s) set forth in this Agreement, which (in the case of a breach capable of being remedied) is not remedied within thirty (30) days of written notice of breach.
b. Immediately by Client if Inntopia commits a material breach of any term of this Agreement which (in the case of a breach capable of being remedied) is not remedied within thirty (30) days of written notice of breach.
c. Immediately by either party if one party files for protection from creditors pursuant to the Bankruptcy Act, has a petition of bankruptcy filed with respect to the party, is declared insolvent or makes an assignment for the benefit of creditors.

d. Client acknowledges and agrees that the provisions set forth in this Agreement are based upon a commitment by Client to the initial term of one year. Client further acknowledges and agrees that if Client terminates this Agreement prior to the expiration of the initial term set forth above or any renewal term, Inntopia will suffer substantial damages, which would be difficult to quantify. Client therefore acknowledges and agrees that if it should terminate this Agreement prior to the end of the initial term set forth above or any renewal term, for any reason other than a failure of Inntopia to complete the Services as described in this Agreement, in addition to all other amounts which Client may owe Inntopia pursuant to the provisions of this Agreement, Client shall pay to Inntopia the balance of the monthly Fees remaining in the Term or any renewal Term.

6. Independent Contractor: Inntopia and the Client shall be considered independent contractors. Neither Inntopia nor the Client is an employee, agent, joint venturer or partner of the other entity. Nothing shall be interpreted as creating an employment relationship between or among Inntopia and the Client. Inntopia shall have control of the manner and means by which its services are provided to the Client subject to the terms and provisions of this Agreement.

7. Limitation of Liability: IN NO EVENT SHALL INNTOPIA, OR ITS OFFICERS', EMPLOYEES', DIRECTORS', PARENT'S, OR SUBSIDIARIES' LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR WARRANTY, EXCEED THE FEES PAID BY YOU TO INNTOPIA HEREUNDER IN THE TWELVE MONTH PERIOD PRECEDING THE DATE OF FILING ANY CLAIM. IN ALLOCATING THE RISKS UNDER THIS AGREEMENT, THE PARTIES AGREE THAT THE LIMITATION ON DAMAGES IN THIS SECTION SHOULD SPECIFICALLY APPLY TO ANY ALTERNATIVE REMEDY ORDERED BY A COURT IF SUCH COURT DETERMINES THAT THE SOLE AND EXCLUSIVE REMEDIES PROVIDED IN SECTION 5 FAIL IN THEIR ESSENTIAL PURPOSE. IN NO EVENT WHATSOEVER SHALL INNTOPIA OR ITS OFFICERS, EMPLOYEES DIRECTORS, PARENTS, OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR

_____ Client (Initial)

SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF USE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND OR FOR ANY CLAIM AGAINST CUSTOMER BY ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, PERFORMANCE OR LICENSING OF THE SYSTEM OR SERVICES PERFORMED UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT, EVEN IF INNTOPIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **General** This Agreement is the entire agreement between Inntopia and Client and supersedes any prior agreements or understandings between the parties. It shall not be amended, varied, or modified unless in writing executed by both parties hereto. This Agreement shall be governed by and construed under the laws of the State of Vermont without consideration of choice of law provisions. Customer hereby consents to jurisdiction of the courts of the State of Vermont or the United States District Court located in Burlington, Vermont for the purpose of enforcing the provisions of this Agreement, or resolving any dispute arising out of this Agreement. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties hereto or their successors in interest. Inntopia is acting solely as an independent contractor and not as an agent of Customer. The parties signing this agreement represent and warrant that they are authorized to sign on behalf of and bind their respective companies to this Agreement. By executing this Agreement, each signatory confirms that he or she is acting as principal or has the requisite corporate authority to execute this Agreement on behalf of his or her employer or Inntopia. Neither the acceptance of any partial or delinquent payment by Inntopia or Inntopia's failure to exercise any of its rights or remedies on default of Customer shall be a waiver of the default, a modification of this Agreement or Customer's obligations under this Agreement, or a waiver of any subsequent default by Customer. A waiver will be valid only if it is in writing and signed by Inntopia. Customer agrees not to export, directly or indirectly, any U.S. source technical data acquired from Inntopia or any products utilizing such data to countries outside the United States, which export may be in violation of the United States export laws or regulations. This Agreement will bind and benefit the successors and assignees of the parties, but Customer may not assign Customer's rights and obligations under the Agreement without Inntopia's prior written consent. Should any litigation be commenced between the parties hereto concerning this Agreement, the System or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its expenses and attorney's fees in such litigation which shall be determined by the court in such litigation. Except as otherwise expressly provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party to this Agreement shall be in writing and shall be deemed duly served, given, delivered, and received when personally delivered to the party to whom it is directed, or in lieu of such personal delivery, when deposited in the United States mail, first-class postage prepaid, to the address set forth on the first page of this agreement, or to such address as a party may from time to time communicate in writing to the other party. The headings in this Agreement are for convenience only and shall have no legal significance. In case this Agreement is found to contain any mistake, including any error, ambiguity, illegality or omission, then it shall be interpreted as if such mistake were rectified in a manner which implements the intent of the parties as nearly as possible and effects substantial fairness under all circumstances. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

_____ Client (Initial)

EXECUTED as of the ____ day of _____, 2020.

CLIENT:

_____

By: _____

Name: _____

Title: _____

Sterling Valley Systems:

Sterling Valley Systems Inc. dba Inntopia

By: _____

Name:

Title:

Attachment A: Billing Information
Attachment B: Products and Services
Attachment C: Client-Property Subscription Agreement

_____ Client (Initial)

ATTACHMENT A: BILLING INFORMATION

Invoices will be sent electronically to:

Client Company Name: _____

Authorized Representative Name: _____

Phone: _____ Email Address: _____

Mailing Address: _____
(PO Box or Street Address)

City: _____ State/Province: _____

Country: _____

Zip/Postal Code: _____

Invoices are to be sent to the attention of: _____

Accounting Contact Email Address: _____Phone_____

_____ Client (Initial)

ATTACHMENT B - INNTOPIA PRODUCTS AND SERVICES

This Attachment B is an integral part of the Client Agreement dated _____ by and between Sterling Valley Systems, Inc. dba Inntopia ("Inntopia") and Gunnison County ("Client") and further describes the Services that are being provided pursuant to the Client Agreement. The prices, terms and conditions described below are based on the total number of Data Submitting Client-Properties and Subscribers (including Client/Client-Property Subscribers) and data submitting Client-Properties as well as the overall term of this Agreement.

1. MARKET INTELLIGENCE PACK: Designed to provide a broad, contextual overview of the destination leisure travel ecosystem, and destination travel marketplace, the "Intel-Pak" includes a family of information related services, bundled into a comprehensive package that provides "what you ought to know…" to do business better. All Intel-Pak products are available through Inntopia's DestiMetrics Secure Web Portal, and the Vacation/Mountain Travel News and Monthly Briefing are delivered by email for added convenience. Quarterly webinars complete the elements of the Intel Pak.

- **1.1 The Economy**: A collection of national and local economic and travel indicators as well as comparative sales/lodging tax and airport enplanement data, collected and updated monthly from publicly available sources and presented on Inntopia's DestiMetrics secure web portal.
- **1.2 Monthly Briefing:** A monthly narrative summary of Inntopia Travel News Talker, The Economy and Inntopia "industry-wide" econometric data, with expert interpretation and supporting economic indicator dashboard graphics.
- **1.3 Travel News Talker:** A synopsis of current economic and destination travel news, aggregated from various 3rd party sources and selected for the destination travel industry marketing and management professionals, and updated regularly and posted on Inntopia's DestiMetrics secure web portal.
- **1.4 Mountain/Vacation Travel News**: A monthly newsletter, featuring the top stories from the daily News Talker, and distributed to all Subscribers.
- **1.5 Quarterly Market Update Webinars**: A 60 minute web/phone based presentation by Inntopia's analysts, provided several times per year, and including strategic assessment and interpretation of market conditions and trends as well as industry lodging metrics for the past season and upcoming season. Webinars are exclusively for Subscribers only.
- **1.7 Library**: A collection of articles, reports and other market intelligence along with copies of various Inntopia presentations are found in the Inntopia Subscriber Library.

Annual Price: $2,924

Distribution Rights: The Market Intelligence Pak is only available to individual Subscribers up to the number of subscribers listed in the Agreement.

Publication: Theses reports/products will be posted on Inntopia's DestiMetrics web portal and will be accessible by all Subscribers.

2. RESERVATION ACTIVITY OUTLOOK REPORT SET: Client-Property data is collected at a monthly level of granularity and aggregated to create a destination-wide monthly report set of paid lodging reservation activity and related revenue,

2.1 Reservation Activity Outlook (RAO) Report. The number of available units, room nights and related revenue are collected, from which Occupancy average daily rate (ADR), and revenue per available room night (RevPAR) are calculated. Results are then aggregated in a report format that provides graphic summaries, charts and supporting tables of business on the books for the forward looking 6 months and total business for the trailing 6 months. Current year data is overlaid against previous year-to-date and previous seasons-end data, when sufficient data exists. Three views of the resulting data are provided in chart form with supporting tables, including 6 month forward-looking view, fixed winter view (Nov. – Apr.), and fixed summer

view (May – Oct.). Additionally, pacing of current year vs. previous year reservation activity is provided in chart and detailed table view. From this information, destinations can track their performance against their previous history and properties can see how the aggregate of other properties in their destination are performing. Distribution rights include all Subscribers. **Annual Price: $12,647** per year**.**
Note: Additional Client-Property data submission licensing is available in increments for an additional fee.
Distribution Rights: The RAO, in its entirety, is only available to Subscribers.
Publication: This report will be posted on Inntopia's DestiMetrics web portal and will be accessible by all Subscribers.

2.1 RAO Segment Reports: When sufficient participation is obtained, reports will be produced that compare a portion of the participating properties (example: properties within a specific geographical location or unit type) against their own year over year performance or to another segment of participating properties. These reports will provide the same metrics as the RAO (2.1) and will be in the same format as described above. Distribution rights include all Subscribers. **Annual Price: $2,310** per year for 2 monthly Segment Reports (North Valley & South Valley) subject to participation in the RAO (2.1) above, and under the same terms and conditions.

2.2 Multi-Destination Comparative Report (MDC): A destination-wide view of paid occupancies is created from data provided as part of the RAO (2.1) report, the result of which is displayed against all other individual participating Inntopia destinations (which are kept anonymous) in bar chart format, in both current year occupancy and year-over-year comparative change. A third report shows Average Daily Rate in similar format and also includes the trailing months and forward –looking 6 months. Distribution rights include all Subscribers. This report will be posted on Inntopia's DestiMetrics web portal and will be accessible by all Subscribers. **Annual Price: $3,203** subject to participation in the RAO (2.1) above, and under the same terms and conditions.

3. **DAILY OCCUPANCY REPORT SET:** This report set is best suited to monitor overall resort occupancy of all guests (paid and unpaid), based on an aggregation of the advanced reservation data (at a daily level of granularity), from all reporting Client-Properties on (at least) a monthly basis, and more frequently upon agreement. Reports are available through the Inntopia secure web portal and include several configuration options described below.

- **3.1 Daily Occupancy Report (DOR):** The standard DOR report shows the results at a daily level of granularity, in line chart format and includes previous year-to-date and previous year actual data when sufficient data exists. It then depicts percentage change of current year to previous year occupancy, and net pacing change since the previous report. Data is presented in line chart format and includes 4 views of the resulting data, including i) a 12 month view including 6 months forward looking and trailing 6 months. ii) fixed winter season: November – April, iii) fixed summer season: May – October. iv) a short-view of the upcoming 60 days of occupancy in bar chart format. **Annual Price: $10,712** per year.

  Distribution Rights: The Daily Occupancy Report, in its entirety, is only available to Subscribers.
  Publication: This report will be posted on DestiMetrics web portal and will be accessible by all Subscribers.

- **3.2 Report for Retailers (60 day short-view) Distribution:** This report depicts occupancy for the forward looking 60 days in bar chart format and displays occupancy for the current year and the previous year. While access to this report is included in the DOR (page 5) this option allows for further distribution than the DOR allows. The Report for Retailers will be provided in a separate PDF and allows for unlimited distribution to retail community and/or Client constituents. **Annual Price**: Included.
  Publication: This report will be emailed each month to the designated Client(s) listed here: John Norton & Andrew Sandstrom

_____ Client (Initial)

TOTAL PACKAGE PRICE: 1 Year Agreement

Total - Ongoing Annual Fees:	**$31,796**

_____ Client (Initial)

ATTACHMENT C

Destination/Lodging Research Program

Participating Property Subscription Agreement

This Participating Property Subscription Agreement is part of a master agreement between Sterling Valley Systems, Inc. dba Inntopia (”Inntopia”) and XXXXXXXX (“Client”), with Services (as identified below) beginning on XXXX, 2017 (“Service Start Date”) and continuing through XXXXXX (“Service End Date”). The master Agreement includes certain rights and obligations that are made available to the Client’s participating lodging management companies (“Client-Properties”), subject to the terms and conditions described herein. The Client, their participating properties (“Client-Properties”) along with their designated and authorized staff are collectively referred to herein as Subscribers.

This confirms my organization’s participation in Inntopia’s DestiMetrics destination/lodging research program (“Program”) as a participating property (“Property”) and I agree that:

1. **Participation - Data Submission:** I will contribute to the Program’s data set by submitting my Property performance data in a manner that is compliant with Inntopia’ data definitions, standards and calendar and that my data submission exempts my property from fees normally associated with research of this sort.

2. **Program Support**: By participating in this program, I am contributing to a larger destination-lodging research fact base, the results of which are made more valuable to all participants by more/broader participation. I understand the value of more/broader participation and will take such initiatives to encourage program participation, as I feel are reasonable and appropriate.

3. **Resulting Reports:** As a compliant data submitting property, identified Subscribers at my property will receive those reports, resulting from the data I am submitting, and may also include other reports being produced as part of the Program. Once established, I may purchase additional property specific products and services directly from Inntopia on an a la carte basis.

4. **Confidential Information:** I understand that Inntopia will treat all data provided by participating Properties, as CONFIDENTIAL INFORMATION, until aggregated with other similar data and indistinguishable as a result. Aggregated Reports will be produced and posted to Inntopia’ DestiMetrics Secure web portal and made available to participating Properties, and their participating Destinations, as per Inntopia standard procedure.

5. **Report Confidentiality**: I understand the Program reports are CONFIDENTIAL INFORMATION, not for further reproduction or distribution outside my organization.

6. **Responsibility:** All Program participants understand and acknowledge that Inntopia’ reports are based on data provided by participating program Properties and while Inntopia will use its best efforts to assure the accuracy of the data and resulting reports, it cannot be held responsible either for accuracy of the resulting reports or any decisions made as a result.

Understood and Agreed,

Key Contact Signature: _____ Date: _____

_____ Client (Initial)

ATTACHMENT C

Destination/Lodging Research Program

Participating Property Subscription Agreement

Please print clearly

Resort / Destination Name: _____

Property Name: _____

Management /Parent Company Name: _____

Property type (check all that apply if multiple categories):

	Hotel / Motel		**Property Management firm**
	Bed and breakfast		**Timeshare / fractional ownership property**
	Condo / Condo hotel		**Other:** _____

Property Management Software System / Version: _____

Number of accommodations units* currently in property inventory: [ ]

*Note: A "unit" is any single hotel/motel room, studio, condominium, or single family house, regardless of the number of bedrooms, beds, or capacity. Lock off units should be counted at their maximum rental capacity ("keys"). For example, a portfolio of 100 condos should be counted as 100 "accommodations units". Please count only those units which are in your short-term rental pool.

Please print clearly

Address (Mailing):

Street _____ PO Box _____ City _____

State _____ Zip Code _____

Property Phone # _____ Fax: _____

_____ Client (Initial)

ATTACHMENT C

Destination/Lodging Research Program

Participating Property Subscription Agreement

Contact Names:

1. Key/Main Contact:
_____

Email Address: _____Phone Number: _____

2. Designated Data Submitter (if different) _____

Email address: _____ Phone number: _____

3. Additional Persons to include on monthly report distribution list: _____

Name: _____ Email address: _____

_____ Client (Initial)