

ABC PREMIER HOTEL PROGRAM 2020

Chain Contractor Agreement

Organization _____ Address _____
City _____ State _____ Postal Code _____ Country _____
Telephone _____

AGREEMENT

BY MEANS OF THIS AGREEMENT, EACH SUBMITTED HOTEL WILL MEET AND ABIDE BY THE TERMS AND CONDITIONS AS PROVIDED TO ABC GLOBAL SERVICES.

RATES AND GDS Terms and Conditions

ABC Global Services rates must be commissionable and Rate Parity is required. All rates and currencies in the GDS must be consistent with the listed rates and currency information.

Rates must be loaded by 13 December 2019.

The ABC Global Services rate will be loaded into and reservations accepted through the GDS systems in addition to the central reservations office, the hotel reservation department, and through established Internet booking engines.

The hotel agrees to advise ABC Global Services of special promotional and seasonal rates throughout the contract period and provide accessibility through the GDS.

BLOCK SPACE PROGRAM Terms and Conditions

The ABC Block Space Program is strongly encouraged for hotels to participate in to gain greater exposure and goodwill within ABC agencies *and at no cost to your hotel*. It is the perfect way to introduce and convert a traveler to your hotel when they would have otherwise stayed elsewhere. *Participating hotels receive highlighted listings in our directories (as available) and are featured in our program brochure.* The block only applies when there is a sold-out situation, defined as when a room in each negotiated room category is no longer available through the various GDS, the Central Reservation Office or property Reservation Department. Access to Block Space rooms applies to each room type as sold out. Suites are exempt except in all-suite hotels.

Hotels are in complete control over the terms for which the blocks are offered. The daily allotment of blocked rooms is determined at the hotel's discretion (recommended between 2 to 6 rooms), but must be consistent over the contract period. A 24-hour release period is preferred. However, hotels have the option to select a 48 or 72-hour release as well. Hotels have the flexibility to designate the rate that will be applied for block space usage. This rate can be full Rack, Corporate, BAR or ABC Premier. Finally, hotels can identify up to 24 individual blackout dates in advance (no later than 01 December 2018) where the Block Space will not be allowed under any circumstances.

The ABC Block Space Program is closely managed by the ABC Premier Desk. ABC subscribing agencies contact the Premier Desk, who will contact the designated property to make the reservation. ABC Premier Desk agents WILL ALWAYS IDENTIFY THEMSELVES USING THE EXCLUSIVE ABC RATE CODE. If no code is given, refer the caller to the ABC Premier Desk. Reservations not made through the ABC Premier Desk will not be considered as part of the Block Space inventory. All cancellations revert back into the ABC block space inventory.

PARTICIPATION FEES & OPTIONS

Please refer to Participation Fees and Options document.

BILLING METHOD – SELECT ONE (Required)

Indicate which billing method is requested. If none is selected, one central invoice will be sent and will be the responsibility of your organization. Check one:

- Provide one master/single invoice to our organization detailing each hotel included and all associated fees. **(Preferred)**
- Provide individual invoices for each hotel and send to our organization for our distribution.
- ABC to distribute invoices directly to hotels.

PREMIER HOTEL PROGRAM – TERMS AND CONDITIONS AND AUTHORIZED SIGNATURE (Required)

By means of this agreement, each listed hotel must meet and abide by the terms and commitments as provided to ABC Global Services.

I hereby state that as an authorized representative for said organization, the hotel represents that it is fully authorized to extend to ABC Global Services (and all subscribing agencies) the rates and items supplied by the hotel on this Agreement. In consideration of acceptance of said features and publication in any printed and/or electronic ABC Global Services marketing collateral, hotel will indemnify and save harmless ABC Global Services against all loss, liability damage and expense of any nature arising out of the copying, printing, and/or publishing of its information and resulting from any claims or suits for libel, violation of rights of privacy, publicity, unfair competition, intentional or negligent affiliation or emotional distress, and/or copyright and/or trademark infringement. Hotel agrees not to hold ABC Global Services liable for errors in: hotel name, map locations, telephone and/or facsimile numbers, rates or other pertinent information and recognizes that ABC Global Services reserves the right to limit the amount of information published at the publisher's discretion.

The hotel agrees that in the event of change in ownership, affiliation or management, this Agreement and the features ascribed to hereof may not be altered during the life of this Agreement. Obligations hereunder shall be binding upon successors and assigns of the hotel. The hotel agrees that ABC Global Services may cancel hotel's participation in any ABC Global Services program if, it determines in its sole discretion, and without notice, that terms and conditions of this Agreement are not honored and that ABC Global Services has the right to publicize this information. It is the responsibility of any hotel that reserves marketing space to confirm their dates and submit required materials by the due date. If materials are not received by due date, space will be forfeited and rebooked on a space available basis only.

Jurisdiction and Venue. The Parties acknowledge that a substantial portion of negotiations and execution of this Agreement occurred or shall occur in Palm Beach County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles or conflicts of laws.

Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney's fees, court costs and all expenses from the non-prevailing Party even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party may be entitled.

The hotel agrees to pay marketing fees to ABC Global Services within 30 days upon receipt of invoice. All pricing is subject to change.

Authorized Signature / Date _____ Title _____
Name _____ Email _____



Powerful Partnerships. Premier Solutions.

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Effective July 2019