

Terms & Conditions:

- If you are accepted into our 2025 Preferred Hotel Partners Program (valid: January 1, 2025 through December 31, 2025), you will be notified in December 2024.
- The timely completion of this RFP application does not guarantee inclusion in the program.
- The digital signature submitted in this RFP form represents a binding agreement with Ovation Travel, LLC upon hotel's acceptance into the program by Ovation Travel, LLC.
- The hotel agrees to pay the non-refundable, non-negotiable Preferred Hotel Partners Program marketing package cost for each hotel selected and participating in the 2025 Preferred Hotel Partners Program.
- Ovation Travel, LLC will send you an invoice in January 2025 based on your participation package, which must be paid via credit card, company check or wire transfer within 30 calendar days from the date on the invoice. Interest of five percent (5%) per month will begin to accrue for any payments outstanding beyond 30 calendar days from the date on the invoice.
- Any force majeure event beyond the reasonable control of the hotel, including, but not limited to any act of God, war, declared or not, civil disturbance, court order, labor dispute, third party non-performance, pandemics or viruses (including COVID-19), Internet or other utility outages (a "Force Majeure Event"), shall **not** absolve the hotel from paying Ovation Travel, LLC the Preferred Hotel Partners Program marketing package cost. You represent and warrant that you and each property is and will remain in full compliance with all applicable laws and regulations.
- In the event that the hotel has to shut down due to any reason, including, but not limited to a Force Majeure Event, the hotel shall **not** be absolved from paying Ovation Travel, LLC the Preferred Hotel Partners Program marketing package cost.
- The signer of this RFP is authorized to bind the hotel and must inform the hotel reservations department of the contracted rates.
- The negotiated rates are guaranteed not to increase during the calendar year of 2025.
- All negotiated rates must be loaded in the GDS no later than January 1, 2025.
- The rate header for our negotiated rates should read "OVATION AND LAWYERS TRAVEL".
- Travel consultants will identify themselves as "Ovation" and/or "Lawyers Travel" when contacting the hotel.
- All rates are 10% commissionable to Ovation Travel, LLC.
- You shall indemnify, defend and hold Ovation Travel, LLC and its affiliates (including all directors and employees) harmless for any claims by third parties arising out of your breach of your obligations relating to the Preferred Hotel Partners Program.
- Ovation Travel, LLC clients for which Ovation Travel, LLC and/or Ovation Travel, LLC and Amex GBT service the account globally (in markets outside of the United States) will have access to the Preferred Hotel Partners Program contracted rates. These contracted rates are fenced in and only available to Ovation Travel, LLC or Ovation Travel, LLC and Amex GBT shared clients via that particular client ID.
- Select Ovation Travel, LLC affiliates and IAs will have access to the Preferred Hotel Partners Program contracted rates.
- You agree to preserve the confidentiality of all the terms of this Agreement and any confidential information exchanged between the parties and will implement reasonable safeguards for personally identifiable customer data to protect it from unauthorized disclosure.
- The Preferred Hotel Partners Program is governed by the law of the State of New York. Disputes relating to this Agreement through a confidential arbitration held at a mutually agreeable location in the State of New York pursuant to the American Arbitration Association rules of arbitration. Any claim or cause of action arising out of or relating to this Agreement must be brought by Supplier within one year after such claim or action arose. Neither Party will have the right to litigate any dispute. The Parties agree that the arbitrator's decision shall be final and binding.
- Neither Party shall be liable to the other Party or any third party for any indirect, special, incidental, consequential, punitive or exemplary damages of any kind arising from or relating to the Preferred Hotel Partners Program.
- Except for a breach of obligations relating to confidentiality or indemnification, the aggregate liability of Ovation Travel, LLC for any claim or cause of action arising under the Preferred Hotel Partners Program is limited to the total payments made by you to Ovation Travel, LLC under Preferred Hotel Partners Program in the immediately preceding 12 months.
- Should your property undergo a change in management, the original management company who completed the RFP is responsible to pay the marketing package cost in full and the new management company will honor the negotiated rates agreed to in this contract.