REGATTA TRAVEL SOLUTIONS, INC. RESERVATION SERVICES AGREEMENT

THIS RESERVATION SERVICES AGREEMENT (THE "AGREEMENT"), IS ENTERED INTO BY AND BETWEEN REGATTA TRAVEL SOLUTIONS, INC. ("REGATTA TRAVEL SOLUTIONS LLC") AND YOU, AND ESTABLISHES THE TERMS AND CONDITIONS FOR PARTICIPATION IN REGATTA TRAVEL SOLUTIONS LLC'S MEMBER RESERVATION SERVICES FOR THE DESTINATION MARKETING ORGANIZATION TRAVEL RESERVATION SITE (MLCVB.COM). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR AN ENTITY, YOU REPRESENT THAT YOU ARE THE EMPLOYEE OR AGENT OF SUCH COMPANY OR ENTITY AND YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND LEGALLY BIND YOUR COMPANY OR ENTITY. YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU WILL NOT BE ALLOWED ACCESS TO THE MEMBER RESERVATION SERVICES. THE EFFECTIVE DATE OF THIS AGREEMENT IS THE DATE UPON WHICH THE MEMBER RESERVATION SERVICES ARE LIVE ON MLCVB.COM. FOR PURPOSES OF THIS AGREEMENT, YOU AND YOUR COMPANY OR ENTITY IS REFERRED TO AS "CUSTOMER". YOU UNDERSTAND AND AGREE THAT PARTICIPATION IN THE MEMBER RESERVATION SERVICE IS CONDITIONAL UPON APPROVAL OF DESTINATION MARKETING ORGANIZATION.

1. DEFINITIONS

1.1 "Service" means the Regatta System made accessible to Customer by Regatta Travel Solutions through the DMO Travel Reservation Site.

1.2 "Customer" or "You" shall mean the entity identified on the Registration Form who is entering into this Agreement.

1.3 "Destination" shall mean indicated on the Registration Form.

1.4 "DMO Travel Reservation Site" means the website indicated on the Registration Form that is hosted by REGATTA and provides the Service.

1.5 "Destination Marketing Organization" or "DMO" means the destination marketing association referred to on the Registration Form that has entered into an Agreement with Regatta Travel Solutions Inc. to provide the Service on the DMO Travel Reservation Site.

1.6 "Member Content" shall mean descriptive information relating to the Member, inventory and rates.

1.7 "Member" shall mean the Hotels or Activities that are owned and operated by Customer and listed by You on the Registration Form.

1.8 "End User" shall mean an individual consumer who utilizes the Service on the DMO Travel Reservation Site.

2. RESERVATIONS SERVICES

2.1 Regatta Travel Solutions Inc. License.

Subject to the terms and conditions of this Agreement, Regatta Travel Solutions Inc. will provide Customer with access to the Services through the DMO Travel Reservation Website for the Member(s) solely to the extent necessary to use those Services and provided Customer complies with this Agreement. Customer's access to and use of the Services is subject to pre-approval from the DMO in its sole discretion. Regatta Travel Solutions Inc. grants Customer a limited, non-exclusive, and non-transferable license to access and use the
Service and the Licensed Software for only the Member(s) and only in connection with this Agreement during the Term.

2.2 Regatta Travel Solutions Inc. Ownership.

Except for the express license rights granted in Section 2.1, Regatta Travel Solutions Inc. owns all rights, title and interest in and to the Service and Licensed Software, including all Intellectual Property Rights therein. Customer will not allow any third party to use or access the Services or the Licensed Software, and will not, except as authorized in this Agreement, use or access the Service or the Licensed Software, whether for Customer's benefit or on behalf of any third party. Customer will not decompile, copy, translate, reverse engineer or otherwise try to reveal the trade secrets underlying any Services or Licensed Software, or any of the source code thereof or generate or attempt to generate any derivative work there from or any product or service which competes therewith.

2.3 Customer License.

Customer hereby grants to Regatta Travel Solutions Inc., DMO, and to relevant Third-Party Providers a worldwide, royalty-free right and license to use, reproduce, publish and display any of Customer's trademarks, trade names, service marks, logos, graphics, artwork, text, data, information or other content provided by Customer to Regatta Travel Solutions Inc., DMO, (or any Third-Party Provider) in connection with the Service ("Property Marks and Content"). From time to time during the Term, Customer will provide and hereby permits Regatta Travel Solutions Inc. to provide Property Marks and Member Content to DMO and relevant Third-Party Providers and Regatta Travel Solutions Inc. in a ready-to-use format or in a format that is specified by DMO, relevant Third-Party Providers and Regatta Travel Solutions Inc. DMO, Third-Party Providers and Regatta Travel Solutions Inc. may, in their reasonable business judgment, reject any Property Marks and Member Content that is not provided by Customer in the proper format or that DMO, Third-Party Providers or Regatta Travel Solutions Inc. deem unacceptable. In the event that any of the Property Marks and Content is owned by a particular Member and under the control, operation or administration of Customer during the Term ("Member Property Marks and Content"), Customer hereby permits Regatta Travel Solutions Inc. to transition possession of and access to such Member Property Marks and Content to the owner of the Member Property Marks and Content or its designee upon termination or expiration of the Agreement for any reason.

2.4 Customer Ownership.

Except for the express license rights granted in this Agreement, Customer retains all rights, title and interest in and to the Property Marks and Member Content, including all Intellectual Property Rights therein.

3. FEES AND TERMS OF PAYMENT

3.1 Transaction Fee

Transaction fees for hotel only bookings will be charged directly to the Member in the form of a commission which will be invoiced at the end of each month based on consumed bookings (the “Transaction Fee”). The Transaction Fee will be equal to 12 per cent of the total amount of revenue charged by Member for each reservation (not inclusive of taxes, with the exception of all inclusive rates). REGATTA will inform the Member of the total amount of each reservation as well as the appropriate taxes (based on the full amount of the reservation, or sell rate), to be charged to the End User according to the Member’s policies. All cancellations and modifications must be made in the System by the 5th day of each month, when Members will be invoiced for bookings consumed in the previous month. Late cancellations and no-shows will be handled according to the policies of the Member. Payment of invoice must be made within 30 days to avoid removal from the System.

Transaction fees for bundled packages (hotels and attractions) will be charged upfront, directly to the consumer. Transaction fees on bundled packages will be equal to 15 per cent of the total amount of revenue charged by REGATTA (not inclusive of taxes). Bundled packages are fully pre-paid and non-refundable. REGATTA will remit payment to members within 30 days after the date of check-out.

3.2 Currency.

Customer will pay the Registration Fee in the currency (the "Currency") indicated on page 1 of the Services Agreement. Unless otherwise stated in this Agreement, all monetary amounts stated in this Agreement are in the applicable Currency.

3.3 Taxes.

Customer is responsible for all wire transfer fees, bank charges and applicable foreign, national, state or local taxes, including use tax, sales tax, income tax or any other taxes that may arise from the Services, except for taxes on Regatta Travel Solutions Inc.'s net income.

4. TERMINATION

4.1. Termination for Breach.

A Party may terminate this Agreement at any time during the Term, upon written notice to the other Party, if such other Party has breached the Agreement, and the breaching Party has not cured the breach within thirty (30) days following the date of the breach notice.

4.2. Automatic Termination Upon Termination of DMO Contract.

This Agreement will terminate automatically upon termination of the Agreement between Regatta Travel Solutions Inc. and DMO regarding the DMO Travel Reservation Site. Regatta Travel Solutions Inc. will provide Customer with prompt notice of such termination.

4.3. Customer Notifications.

Customer is required to notify Regatta Travel Solutions Inc. within five (5) days of Customer's being aware of anything suggesting the sale or takeover of the Member.

4.4. Discretion in Services.

Regatta Travel Solutions Inc. may, in its reasonable discretion, add, modify, substitute, or discontinue Services and/or the Licensed Software or any Service features, or any other products or services provided under this Agreement without notice.

4.5. Services Upon Termination.

Upon termination of this Agreement, Regatta Travel Solutions Inc. will terminate access to all Licensed Software and Services, and Customer will cease accessing the Service and the Licensed Software and destroy any documentation related to the Services and the Licensed Software, to the extent permitted by law, and Customer will provide a certificate, signed by an executive officer, certifying the destruction. All of Customer's rights in, to and under this Agreement, including rights to receive the Services, end upon termination of this Agreement for any reason.

5. PARTY RESPONSIBILITIES.

5.1 Regatta Travel Solutions Inc.'s Responsibilities.

5.1.1. Regatta Travel Solutions Inc. will manage reservation transactions through the Service by enabling End Users to search the DMO Travel Reservation Site for Member inventory and book reservations directly with REGATTA. Regatta Travel Solutions Inc.will manage reservation transactions and collect all applicable Transaction Fees from the End User, subject to Member's then available inventory, then-current rates, and then-current tax rate.

5.1.2. REGATTA Travel Solutions,Inc. will provide End User support for technical issues related to the DMO Travel Reservation Site.

5.1.3. Regatta Travel Solutions Inc. cannot control, and will have no responsibility for (a) an End User's actual check-in or check-out dates, (b) cancellation of reservations except as made through the Service, (c) any discounts, refunds or other accommodations offered or provided by Customer or Member to an End User. If an End User requests additional changes or upgraded accommodations directly from Customer or Member, Customer or Member is solely responsible for any such additional changes and the collection of any related fees.

5.2 **Customer Responsibilities**

5.2.1. Member is responsible for providing back-end support directly to End Users for (among other things) issues unrelated to the DMO Travel Reservation Site; and

5.2.2 Except for Member chains or groups that are providing content, rates and inventory via XML Connectivity, Customer will be responsible for loading and maintaining the Member Content, rates and availability to DMO Travel Reservation Site through the REGATTA extranet. If Customer uses third party software or a third party to manage and transmit Member Content, Customer will be solely responsible for system errors or other errors arising from the use of such third party software or management company. REGATTA will have no liability to Customer, Member or to any End User or other third party for any such errors.

5.2.3 Changes To Rates Or Rooms: At any time, Customer may change the rates; provided, however, Customer may not increase the rates in reaction to a catastrophic force majeure event (including without limitation, the occurrence or threatened occurrence of a natural disaster, an environmental disaster, whether natural or manmade, war, civil unrest, labor disputes, or a terrorist attack). Unless otherwise specified by Customer, any rooms not reserved by an End User by 10:00PM (of the Member's local time zone) of the date of arrival shall no longer be allocated to the REGATTA.

5.2.4 Reservations, Cancellation and No Show**:** Customer agrees to honor an End User's reservation request upon delivery by REGATTA of an Electronic Message with the End User's reservation. Customer shall accept the Electronic Message as proof of reservation by an End User. Customer and REGATTA agree that the deadline for cancellations shall be seven days prior to arrival, unless Customer specifies a different deadline. Unless otherwise specified by Customer, End User may cancel any reservation at any time prior to 7 days before arrival without any charge by Customer. Customer agrees and acknowledges that neither REGATTA nor DMO shall be liable to Customer for any reservation that is canceled outside the cancelation policy or for any End User no show. Customer's only recourse in the event of such cancelations and no shows shall be directly against the End User.

5.2.5 Overbooking. If Customer is unable to honor an End User's reservation, then Customer shall be responsible at its sole cost and expense for providing alternate accommodations to the End User. Neither REGATTA nor DMO shall be responsible to End User for providing alternate accommodations to End Users.

5.2.6 Anti_Fraud Cooperation: If a reservation is a potentially fraudulent reservation, or certain data provided by an End User cannot be verified by REGATTA prior to 6:00PM (of the Member's local time zone) of the day that is 1 day before the date of arrival, then Customer and REGATTA shall work together to address the potentially fraudulent reservation, which may include canceling such reservation at any time up to 6:00PM (of the Member's local time zone) of the day of arrival. Customer is solely responsible for ensuring that the identification presented by an End User is valid and matches the booking information provided to Customer.

6. STANDARDS FOR MEMBER CONTENT

6.1 Customer acknowledges and agrees that Customer, not REGATTA or DMO, are entirely responsible for the Member Content that Customer uploads or otherwise transmits to the DMO Travel Reservation Site and the Services including, without limitation, updating Member property information and providing current information about renovations and other activities that would impact the user's experience at the Member property. REGATTA shall have no obligation to monitor the Member Content, however, REGATTA reserves the right, without liability, to reject, remove and/or cancel any Member Content which REGATTA in its sole discretion deems to be: (i) offensive or otherwise inconsistent with REGATTA's content standards; (ii) violating law or third party rights; or (iii) implying that REGATTA or its partners or subcontractors endorse the Member's products or services.

6.2 Customer must disclose to End Users all charges imposed by Customer at its discretion, including, but not limited to, all mandatory guest, resort, parking and/or activity fees (collectively, "Resort Fees"). Customer is solely responsible for collecting any such Resort Fees directly from the End User.

6.3 Customer acknowledges and agrees that REGATTA shall have no obligation to monitor, modify or remove user reviews about Member or Member's property.

6.4 Customer hereby grants permission to publicize the fact that it is an REGATTA client.

7. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that (i) it has the full right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, (ii) it has acquired federal, state, and local licenses necessary to conduct its business and (iii) nothing contained in this Agreement or required by such party's performance under this Agreement will place such party in breach of any other contract or agreement to which it is bound or violate any applicable law. Customer further represents and warrants that the information submitted by Customer to REGATTA on the Registration Form is true, accurate, and complete.

Disclaimer. THE SERVICE FEATURES, LICENSED SOFTWARE OR ANY OTHER PRODUCT OR SERVICE PROVIDED BY REGATTA TRAVEL SOLUTIONS INC., DMO AND ANY THIRD-PARTY PROVIDER ARE PROVIDED STRICTLY AS IS, AS AVAILABLE, AND WITH ALL FAULTS. REGATTA TRAVEL SOLUTIONS INC. DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. REGATTA TRAVEL SOLUTIONS INC. IS NOT RESPONSIBLE, AND DISCLAIMS ANY AND ALL LIABILITY, FOR ANY THIRD-PARTY SERVICES.

8. INDEMNIFICATION

8.1. Regatta Travel Solutions Inc. Indemnification.

Regatta Travel Solutions Inc. shall indemnify, defend and hold Customer and its respective affiliates, subsidiaries, successors, assigns, officers, directors, and employees (collectively, "Customer Indemnitees") harmless from and against any and all third party claims, suits, actions, liabilities, judgment, damages, costs and expenses (including attorneys' fees) which are asserted against, or incurred by,
Customer Indemnitees in connection with: (i) the infringement of the REGATTA System, REGATTA System Features, Licensed Software or Services upon any third party's Intellectual Property Rights or (ii) a breach by Regatta Travel Solutions Inc. of representation or warranty contained in these Terms and Conditions. Notwithstanding the previous sentence, Regatta Travel Solutions Inc. has no obligation to indemnify, defend or hold Customer harmless for any infringement based on: (a) a modification of the Licensed Software or services by anyone other than Regatta Travel Solutions Inc.; (b) use of the Licensed Software or Services in combination with anything not provided by Regatta Travel Solutions Inc.; (c) use of any Licensed Software or Services other than the most recent version; or (d) the use of the Licensed Software or Services after the termination of this Agreement. If Customer's use of the Licensed Software or Services does, or in Regatta Travel Solutions Inc.'s opinion may, become subject to an injunction, Regatta Travel Solutions Inc. may, in its discretion, obtain the right to continue to provide it, or discontinue providing all or part of REGATTA System Features, Licensed Software or Services.

8.2. Customer Indemnification.

Customer shall indemnify, defend and hold Regatta Travel Solutions Inc., DMO, and Regatta Travel Solutions Inc.'s Third-Party Providers, and their respective affiliates, subsidiaries, successors, assigns, officers, directors, and employees (collectively, "Regatta Travel Solutions Inc. Indemnitees") harmless from and against any and all claims, suits, actions, liabilities, judgment, damages, costs or expenses (including attorneys' fees) which are asserted against, or incurred by, any Regatta Travel Solutions Inc. Indemnitees in connection with any third party claim relating to: (i) any allegation that the Property Marks or Member Content or any other information or data provided by Customer to Regatta Travel Solutions Inc. violates the right of any third party, including a violation of a third party's Intellectual Property Rights; (ii) Customer's use of the Service, Licensed Software, or DMO Travel Reservation Site; and (iii) any breach of Customer's representations and warranties contained herein.

9. INSURANCE

Customer represents and warrants that the Customer has liability insurance coverage in an amount that is consistent with industry practice. To the extent permitted by law, Customer shall either (a) name REGATTA as an additional insured on any liability insurance policies on which it pays premiums, and deliver to REGATTA certificates of insurance that verify compliance with the preceding clause or (b) provide other evidence of insurance acceptable to REGATTA hat indicates that REGATTA will be covered by Customer's insurance in the event of a claim relating to this Agreement. Customer shall cause REGATTA to receive thirty (30) days prior written notice before such insurance is cancelled or expires. No later than ten (10) days prior to the date of expiration of an existing insurance policy, Customer shall deliver new certificates (or other evidence) of insurance to REGATTA for any renewal policies. REGATTA may terminate this Agreement if Customer fails to comply with this provision.

10. HEALTH AND SAFETY

At REGATTA's request, Customer shall promptly provide REGATTA with a copy of Customer's annual operating license and/or similar certificate(s) indicating Customer's compliance with the health and safety obligations required for it to operate legally in its jurisdiction. If Property fails to timely provide a copy of the Property's annual operating license or similar certificate(s) when so requested, then REGATTA may terminate this Agreement immediately upon written notice to Property.

11. MISCELLANEOUS

11.1. Data Collection.

Regatta Travel Solutions Inc. may aggregate data and information collected from the Customer, and Customer hereby grants Regatta Travel Solutions Inc. the perpetual and irrevocable right to use, collect and aggregate such data and information from Customer, for the purpose of performing analyses, providing benchmarking performance data and insights, preparing industry studies, and preparing and distributing products with aggregate data and information . Any data or materials that identify the Customer or the Member collected from Customer's use of the Service is "Confidential Information."Regatta Travel Solutions Inc. may disclose Confidential Information to DMO but will not disclose such information to any other third party without the Customer's express written consent.

11.2. Publicity.

Regatta Travel Solutions Inc. may use the Customer's name(s), brand name(s), images, logos or likeness for the purpose of identifying Customer as a Regatta Travel Solutions Inc. Customer in Regatta Travel Solutions Inc.'s public relations, print and online marketing, sales or promotion purposes. Customer owns all of its names, brand names, images, logos and related likenesses. Regatta Travel Solutions Inc. will obtain Customer's approval for any quotes or text endorsements prior to public distribution. Customer may not use Regatta Travel Solutions Inc.'s name, trademarks, trade-names, service marks or other proprietary identifying symbols, or issue any press release or public statement relating to this Agreement or Regatta Travel Solutions Inc., without the prior written consent of an authorized representative of Regatta Travel Solutions Inc.

11.3. Choice of Law and Dispute Resolution.

This Agreement shall for all purposes be governed, construed and enforced by the laws of the State of Delaware, USA, without giving effect to any law which would result in the application of a different body of law. Customer and Regatta Travel Solutions Inc. expressly exclude the United Nations Convention on the International Sale of Goods. Any dispute, claim or controversy arising out of or relating to this Agreement, including the breach, termination, enforcement, interpretation or validity thereof, shall solely, exclusively and finally be determined and resolved by arbitration under the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator appointed under such Rules. The arbitrator shall determine merits of the dispute in accordance with the laws of the State of Delaware, USA. However, nothing in this Agreement prevents either Party from seeking equitable, injunctive or declaratory relief to enforce any of its Intellectual Property Rights or rights in its Confidential Information in any court of appropriate jurisdiction wherever located. The arbitrator shall, in the award, allocate all or part of the costs of arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing Party. The arbitral award may be entered and enforced by any court of competent jurisdiction over the applicable Party or its assets and each Party hereby consents thereto.

11.4. Force Majeure.

Neither party is liable for any failure to perform caused by factors beyond its reasonable control, including acts of God, acts of war, terrorism or civil unrest, fire, flood, earthquakes, tornados, or other catastrophes or events beyond Regatta Travel Solutions Inc. control or equipment failures, or any Third Party Service or business failures, or governmental orders, strikes or labor difficulties.

11.5. Changes to the Agreement.

REGATTA TRAVEL SOLUTIONS INC. reserves the right, from time to time, with or without notice to Customer, to change the Agreement in Regatta Travel Solutions Inc.'s sole and absolute discretion. The most current version of the Agreement can be reviewed in the Member dashboard at anytime. The most current version of the Agreement will supersede all previous versions. By using the Service after changes are made to the Agreement Customer agrees to be bound by such changes. Customer's only recourse if Customer disagrees with the Agreement or changes to the Agreement is to discontinue Customer's use of the Program Materials. As such, Customer should review the Agreement periodically

11.6 Assignment.

Neither this Agreement nor any right or obligation hereunder may be assigned, transferred or delegated by either party, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other party or its successors. Any change of control, merger, consolidation or stock sale of either party shall be deemed to constitute an assignment for purposes of this Clause 9.6. Notwithstanding the foregoing, either party may assign, transfer or delegate this Agreement or its rights and obligations hereunder, with notice to the other party, (i) to a successor in interest or (ii) in connection with any change of control, merger, consolidation, sale of all or substantially all of the party's assets or any other transaction in which more than fifty (50%) percent of the party's voting securities are transferred. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Any purported assignment in violation of the foregoing shall be without any effect.

REGATTA TRAVEL SOLUTIONS, INC:

325 Winding River Lane, Suite 201b

Charlottesville, VA 22911

CUSTOMER:

Signature: _____

Printed Name:

Title:

Date:

Signature: _____

Printed Name:

Title:

Date: