

14. Award M-439-04/TLR – On-Line Booking Resource Concessionaire Contract to CoachQuote.com of Pigeon Forge, TN (Commissions paid to County: 2% on booked reservations and 10% on advertisements).

M-439-04/TLR will provide for an online group-booking engine that enables professional tour operators and group leaders to plan all aspects of group trips online, including research and booking of group rooms, attraction and theatre tickets, charter buses and more. This program will provide Seminole County with (1) group-Booking technology for our web site; (2) valuable reporting and tracking features; (3) Revenue Sharing and (4) Lead Generation.

This agreement will become effective the date of its execution by the parties, and will remain effective for an initial period of one year with two one-year renewal options.

Tourism Department and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as approved by the County Attorney's Office.

14

**SOLE SOURCE / PROPRIETARY SOURCE
PURCHASE DATA SHEET
PURCHASING AND CONTRACTS DIVISION**

SOLE SOURCE

PROPRIETARY SOURCE

| | |
|---|---------------------------------|
| Date Submitted: 4-22-04 | Requestor: Kathryn Townsend |
| Requisition No.: | Dept./Div.: Tourism Development |
| Item Description: On-line booking resource | |
| Your Selected Vendor's Name: CoachQuote.com | |
| Vendor's address: PO Box 1201, Pigeon Forge, TN 37686 | |
| Vendor's Phone & Fax No.: (865)428-8878 | |
| Vendor's Contact Person: Joseph Smith | |
| Justification, state why this is the only item which will fulfill your needs: | |
| <p>This company is the tourism industry's only online, real-time tour booking resource for motor coach tourist <i>tour groups</i>. <i>Only site that allows for booking tour groups, to include bus transportation, room, meals and attractions in real time on-line. PWA.</i></p> | |
| Comment and/or verify if there are other sources of supply that meet this need: | |
| | |
| Vendor #1 Contact: | Phone # |
| Vendor #2 Contact: | Phone # |
| Vendor #3 Contact: | Phone # |
| Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | |
| Requesting Division Head Signature: | Date: |
| Requesting Department Head Signature: <i>Suzan Dunn</i> | Date: <i>4/23/04</i> |

| Reviewing Purchasing and Contracts Staff | |
|--|---------------------|
| Buyer/Contracts Analyst Review: <i>[Signature]</i> | Date: |
| Supervisor Review: <i>[Signature]</i> | Date: <i>5/5/04</i> |

| Purchasing Manager - Determination | |
|--|--------------------------------------|
| Comments: | |
| Approval/Disapproval of: | |
| Purchasing Manager Signature: <i>[Signature]</i> | Date: <i>5/6/04</i> |
| PO/Contract No.: | Amount: \$ <i>Cocession Contract</i> |

DMO Affiliate Program Certification Packet

❖ Enclosed Documents:

- ✓ Welcome Letter
- ✓ General Information
 - Introduction to **CoachQuote.com®**
 - Frequently Asked Questions
 - How the DMO Affiliate Program Works
- ✓ Rollout Program Checklist
- ✓ Sample Letter to Your Members
- ✓ Questionnaire
- ✓ DMO Affiliate Program Agreement

❖ Documents that need to be returned:

- Completed Questionnaire
- Signed DMO Affiliate Program Agreement

❖ Return documents to:

- Fax to: (865) 428-8553; or
- Mail to: **CoachQuote.com®**
Attn: Mary Fisher-Reed
PO Box 1201
Pigeon Forge, TN 37868

❖ Need Further Assistance?

- ❖ *If at anytime you need assistance, please do not hesitate to call our offices at (865) 428-8878 and someone will assist you or direct you to the appropriate person.*

Dear DMO Affiliate Member:

On behalf of all of us here at **CoachQuote.com®**, I would like to personally welcome you and to also thank you for your interest in participating in our exciting new **DMO Affiliate Program**. This is an exciting time in our company's growth and we are very happy to be aligned with your organization in an effort to continue promoting group travel to your region and around the world.

Since our start in March 2000, it has been our intentions to help change the way the entire group travel industry does business by providing creative and powerful solutions using the best of today's Internet technology. The **DMO Affiliate Program** is a testament to that mission. We've listened closely to many DMO's since the beginning and feel that this program will help you accomplish your primary objectives including not only driving more group business to your area, but also giving you the ability to track and report group business booked online and share in the revenue from those bookings.

Enclosed in this packet, you will find useful information that explains the program in more detail. We've also included a sample letter that you may find useful as a guideline in communicating the program to your area supplier members. Also, to help your account representative, we would like to ask you to take a few moments to complete the enclosed questionnaire, which will be useful in helping us better understand your area and the "group-friendly" tourism businesses that you represent.

If you haven't already done so, please review the DMO Affiliate Program Agreement and sign and send it back to us. Once we receive, we will work closely with you on coordinating the entire rollout of the program including setting the dates that we'll be in your area and scheduling the "official" launch date of the technology on your web site.

Thank you again for your participation in this exciting new program. We look forward to working with you closely and hope to be a tremendous resource for your organization for years to come.

Sincerely,



Scott Harness
President/CEO
CoachQuote.com®



General Information

❖ Introduction to CoachQuote.com®

- ❖ **CoachQuote.com®** is a popular and powerful online group-booking engine that enables professional tour operators and group leaders to plan all aspects of their group trips online. Since its start in March 2000, **CoachQuote.com®** has been the travel industry's leading online group-booking engine with over 2,700 professional tour operator members and 22,000-plus group leaders that use the site to find, research and book their group rooms, attraction & theatre tickets, charter buses and more online – saving them valuable time and money. The company also boasts over 11,000 supplier members, 92% of which are hotels from across North America.
- ❖ In 2003, **CoachQuote.com®** had online sales of over \$38 million including \$12 million from online hotel bookings; \$19.1 million from bus charter bookings and \$3.8 million from attraction/theatre tickets.
- ❖ **CoachQuote.com®** is proud to be partners with the American Bus Association to provide exclusive bus chartering from its 950+ bus operators. The company is also members of various trade associations including the National Tour Association, Travel Industry Association of America, and International Association of Convention and Visitor Bureaus.

❖ How the DMO Affiliate Program Works

- ❖ **CoachQuote.com's DMO Affiliate Program** is an idea whose time has come – an idea created from the input the company has received from many DMO's *and* tour operators over the past couple of years. The program provides many benefits to a DMO including: (1) Group-Booking technology for your web site; (2) Valuable Reporting and Tracking features; (3) Revenue Sharing; (4) Lead Generation; and much more. For complete information about the program, [click here](#).
- ❖ Getting started as a **DMO Affiliate Program** member is simple and, once on board, we can have the entire program rolled out and your group-booking technology online within 30 days – from communicating the program and benefits to your members to going 'live' with your new group-booking engine. Best of all, participating does not require much effort on your part, including not having to involve your IT department any more than having them setup a simple unique URL to provide to our developers. We'll do the rest!

❖ Frequently Asked Questions

- ❖ **Why should our organization add a group-booking engine to our web site?**
In today's day-in-age, it is no secret that more and more people are turning to the Internet to not only find valuable and useful information, but to also use the numerous tools that have emerged. Travel is no exception and, in fact, it is one of the most common things that people use the Internet for. Since it's beginning, **CoachQuote.com®** has led the way in one aspect of the online travel industry – **GROUPS** – and it has proven that there are thousands of professional tour operators and group leaders that want an online solution to help them plan, manage and their group trips – just like the millions of individuals that visit DMO and other travel related web sites everyday for basic travel and destination information and to be able to book everything online.

The real question becomes: Why wouldn't you want a group-booking engine on your web site? What better way to drive more groups to your web site and destination – what better way to promote all that your area has to offer them each and every time they visit your site – what better way to know what group's are coming to your area, where they stayed, how much they spent, what they did – and what better way to generate revenue from your site for additional marketing, etc.

❖ Frequently Asked Questions, continued

14

❖ Why is CoachQuote.com's DMO Affiliate Program right for me?

At absolutely no risk to you, **CoachQuote.com®** is going to help bring your area (and your supplier members) more group business, give you the tools to report and track that business and even provide you with a source of revenue from your participation in the program. Plus, with its extensive, proven experience as the industry's leading authority in online group-bookings, **CoachQuote.com®** is going to take all of the work out of "powering" your web site with its popular group-booking engine – an engine that will fit seamlessly into your site with very little effort on your part, so seamlessly that tour operators and group leaders that use your site will not even have to know it's **CoachQuote.com®** behind (unless, of course, you want them to know.)

❖ What does it cost me?

Nothing. No license fees - no setup charges – just plain free. By becoming a DMO Affiliate Program member, your helping **CoachQuote.com®** accomplish one of its primary objectives of increasing the reach and usefulness of its technology, while providing yet another avenue for generating bookings for our members. Therefore, your organization gets a powerful group-booking engine for absolutely nothing (along with all the other benefits) and **CoachQuote.com®** increases its distribution and popularity.

❖ What kind of groups can use the group-booking engine on my web site?

While many of CoachQuote.com's most frequent users are professional tour operators, the booking engine was designed and can be used by any type of group. In fact, in 2003 over 22,000 group leaders used **CoachQuote.com®** to book one or more components of their group trips online. These groups ranged from **Schools to Sport Teams to Churches to Military and Family Reunions**. It is important to also note that **CoachQuote.com®** *is committed to the belief in tier pricing and encourages its supplier members to consider offering professional tour operators a lower price than the one being offered to general groups.*

❖ What do my supplier members have to do to participate and what are the costs?

As of March 1, 2004, **CoachQuote.com®** had over 11,000 supplier throughout North America, many of whom could be from your area. To participate and receive exposure and online bookings, a supplier must become a member of **CoachQuote.com®** and pay a \$100 annual membership fee. By becoming a supplier member, they will be promoted through CoachQuote.com and its sister web sites, as-well-as on your web site and the numerous other non-DMO distribution channels that the company has set up.

CoachQuote.com® also offers additional services many of your members will find of benefit including Enhanced Listings and Banner Ads. For more information about these services, [click here](#).

Best of all, each time one of your supplier members signs-up for any of these three services, you receive a 10% revenue share from **CoachQuote.com®** that can go toward co-op marketing, etc.

❖ How do I access my online account and reporting features?

Each **DMO Affiliate Program** member has a back-office account management area that can be accessed at your convenience – any time day or night. Once the group-booing engine goes 'live' on your site, your **CoachQuote.com®** account representative will provide you with password access so that you can log-in and run reports, download data, and monitor all booking activity that comes through your web site and through **CoachQuote.com®** and its extensive distribution network. Therefore, **you have reporting access to group bookings (and other relevant data) from numerous web sites than just your organizations.**

Rollout Program Checklist

CoachQuote.com® Group Booking Engine Integration – Integrating CoachQuote.com's Group Booking Engine into your web site is easy as 1-2-3.

- 1) **Initial Conference Call** – The first thing we need to do is setup a conference call between our developers and the person(s) responsible for your web site. During this initial call, we will outline the requirements of the integration and discuss how the technology works and what they will have to do to 'insert' it into your web site. We'll also discuss the ways we can customize the overall look and feel so that the booking engine fits seamlessly into your site. (ie. Color Schemes, etc.) Finally, we can decide on the official launch date of the booking engine technology on your site so you begin allowing tour operators and group leaders to start booking components of their group trips to your area directly through your web site.
- 2) **Integration** – Once the initial conference call takes place and a timeline has been determined, our developers will work closely with you and/or your web developer(s) until everything works properly and meets your specifications. This process generally should take no longer than one week from start to finish, depending primarily on your schedules. Best of all, there is no programming required on the part of your developers as all we need is a unique URL (Web Site Address) or the exact page you want us to create the integration with.
- 3) **Scheduled Launch** – After the booking engine integration is complete, you'll be ready for launch, awaiting the completion of the Membership/Advertiser Drive.

Membership/Advertiser Drive – To ensure that the program gets successfully off the ground, we suggest setting up a Membership/Advertiser Drive to inform your members about the program and encourage them to sign-up and participate. During this initial conversation, we would like to set goals for the campaign including establishing an agreed upon minimum number of participates required before we launch. To accomplish this, we propose the following:

- 1) **Determine What, When and How to Communicate to all DMO Members** - Our goal is simple. Let all of your members know what you're doing, how it will benefit them and what they have to do to participate. To accomplish this, we suggest that an initial letter be sent out from your organization, followed by two emails from us, with exact content to be determined by both parties. We also would suggest that you allow one or more of our representatives to attend an upcoming meeting of all your members prior to launch, which will give them an opportunity to present the program to your members and answer any questions they may have.
- 2) **Personal Interaction** – In addition to having our personnel attend one of your upcoming meetings, we will have our representatives working the phones and personally setting up appointments with your members to not only explain the program further to them if necessary, but to also encourage them to participate. This will ensure that all of your members have a full understanding of the program and accomplish your objective of having as many members participating as possible. To assist us in this, we ask that you take a moment to complete the enclosed Questionnaire.

Post-Launch "Ongoing" Communication – At CoachQuote.com®, we feel that a program like this would simply not be successful without "ongoing" communication between not only your organization and ours, but also with your members as well. Our representatives will work closely with you throughout the duration of our relationship to ensure continued success and be there to assist you along the way.

Sample Letter to Your Members

Date

Dear Travel Industry Partner:

The {DMO Name Here} is pleased to announce its participation in an exciting new program which will help generate more group business to our area through a new affiliate program offered by CoachQuote.com®, the travel industry's leading online group-booking engine for the past four years. Soon the {DMO web site address} web site will be "powered" with group technology from CoachQuote.com® that will enable professional tour operators and group leaders to plan all aspects of their group trips to our city.

Since its start, CoachQuote.com® has helped to revolutionize and change the way many tour operators and group leaders plan and book their group trips. In fact, the company currently has over 2,700 professional tour operators and 22,000-plus group leaders members that use its site to find, research and book their group rooms, attraction and theatre tickets, charter buses and more online. The company also boasts more than 11,000-supplier members, 9,200 of those being hotels from across the United States and Canada. The {DMO Name Here} has chosen to integrate the CoachQuote.com® technology to enhance the online experience for group leaders and tour operators visiting the {City Name} web site. The "Go Live" date for the new group business booking-engine is scheduled for {Go Live Date Here}. A CoachQuote.com® account representative will be contacting you directly prior to {Go Live Date} to provide you with additional information on how your business can participate. In addition, you will be receiving information through mail and email detailing the ways your business can participate.

We are very excited about the opportunity to provide this new and powerful group-booking tool on our web site and hope that you will consider participating. If you should have any questions, please contact CoachQuote.com® directly at (865) 428-8878 or info@coachquote.com.

Sincerely,

{Director Name}

{DMO Name}

Attachment: Advertising rate card. Inventory participation contract.

❖ **General Group Information**

❖ What percentage of group business would you say your area receives from the following group market segments?

Tour Groups _____ School Groups _____ Sports Teams _____ Military _____
Family Reunions _____ Religious _____ Other _____

❖ What percentage of your group business comes in the following times of the year?

Jan _____ Feb _____ Mar _____ Apr _____ May _____ Jun _____
Jul _____ Aug _____ Sep _____ Oct _____ Nov _____ Dec _____

❖ What are the primary ways you market your area to groups?

❖ Do you currently provide group leads to your supplier members? Yes No

❖ If Yes, circle the primary way your suppliers receive them: Email Mail Fax Telephone

❖ If Yes, how often are they sent out? Daily Weekly Bi-Weekly Monthly

❖ If Yes, how do you currently track the leads sent out? Please explain.

❖ **Web Site Information**

❖ What is your current web site address? _____

❖ Do you currently have a group section in your web site? Yes No

❖ If available, please provide us the following statistical information about your web site:

Avg. # of Unique Visitors/Month _____ Avg. # of Pages Viewed/Visit _____

❖ Do you currently sell advertising to your members on your web site? Yes No

❖ If Yes, what is the average price per ad? \$ _____ per _____

❖ If Yes, are there a limited number of advertising spots available? Yes No

❖ **Comments or Suggestions**

COACHQUOTE.COM'S DMO AFFILIATE AGREEMENT
Non-Exclusive and Cancelable.

14

ARTICLE 1.
DEFINITIONS

1.1 For purposes of this Agreement, the following definitions shall apply:

- (i) CoachQuote.com Database. A digital database of hotel, attraction, theatre, restaurant, and bus charter company ("Group Supplier") information created and maintained by CoachQuote.com.
- (ii) DMO Affiliate's Services. DMO Affiliate's Services are either (i) Internet sites on the World Wide Web created, maintained and hosted by DMO Affiliate, or (ii) DMO Affiliate's proprietary software, with an Interface to the CoachQuote.com Database and Group Reservation Function.
- (iii) Group Reservation Function. The capability to search for any Group Supplier availability for specific dates and to make and cancel reservations with any Group Supplier in the CoachQuote.com Database that participates in the Group Reservation Function.
- (iv) Interface. All server and application software and hardware reasonable and necessary for a dependable and operative online connection between DMO Affiliate's Service and the CoachQuote.com Database and/or Group Reservation Function.
- (v) Search Request. A search of the CoachQuote.com Database initiated by an accessor of DMO Affiliate's Service.

ARTICLE 2.
SERVICES

2.1 Duties of CoachQuote.com.

- (i) Pursuant to mutually agreed requirements and a schedule of implementation, CoachQuote.com shall implement and maintain during the term hereof an Interface between DMO Affiliate's Service and the CoachQuote.com Database and the Group Reservation Function, through the incorporation of the Group Reservation Function within DMO Affiliate's Service via HTML or other format chosen by CoachQuote.com. CoachQuote.com will develop all codes, images, URLs and other components to create the Interface. All codes, images, URLs and other components used to create the Interface that are provided by CoachQuote.com will remain CoachQuote.com's property and shall not be modified or altered by DMO Affiliate without CoachQuote.com's express written consent.
- (ii) CoachQuote.com will place a link on its web-site to DMO Affiliate's Services that are web based and web accessible, on the related links page associated with DMO Affiliate's city, state, province or country.
- (iii) In preparing the Interface and providing the services specified in (i) through (ii) above, CoachQuote.com will use commercially reasonable efforts to duplicate the look and feel for the DMO Affiliate's Service. Notwithstanding anything in the preceding to the contrary, CoachQuote.com's reserves the right to implement reasonable substitutions for the services provided or the look and feel of the Interface at its sole discretion.

2.2 Duties of DMO Affiliate. DMO Affiliate shall use all reasonable and necessary efforts to cooperate fully with and provide support for CoachQuote.com's personnel with respect to the creation, implementation and maintenance of the services provided pursuant to this Agreement.

2.3 Group Reservation Function. In the event information regarding a specific Group Supplier is available to DMO Affiliate's Services from the CoachQuote.com Database, DMO Affiliate agrees that DMO Affiliate's Services will provide users and accessors of that information with the capability to make or cancel a reservation with the Group Supplier through the Group Reservation Function.

2.4 Limited Use of Property Information. DMO Affiliate acknowledges and agrees that the Group Reservation Functions and the CoachQuote.com Database, and the various components of each, are the sole and exclusive property of CoachQuote.com, licensed or contracted services from others, or the sole and exclusive property of Group Suppliers participating in the CoachQuote.com Database. Nothing contained in or comprising the CoachQuote.com Database or the Group Reservation Function may be copied, downloaded, hyperlinked or in any manner used or redistributed in whole or in part except by a bona fide end-user of DMO Affiliate's Services for the sole purpose of making or canceling a reservation at a hotel contained in the CoachQuote.com Database or as expressly otherwise permitted by this Agreement. DMO Affiliate further acknowledges that Group Suppliers participating in the CoachQuote.com Database may remove their information from the database and/or cease to participate in the Group Reservation Function at anytime without prior notice.

2.5 Automated Search Requests. DMO Affiliate agrees that it will not create, utilize, participate in or knowingly permit the occurrence of non-manual repetitive Search Requests.

2.6 Prohibition of Access to and Use of the CoachQuote.com Database and Group Reservation Function by Third Parties. Except for bona fide end-users of DMO Affiliate's Services, DMO Affiliate may not allow, or enter into any agreements with third parties purporting to permit any third party access to and use of the CoachQuote.com Database or the Group Reservation Function. DMO Affiliate may not redistribute or allow access or use of the CoachQuote.com Database or Group Reservation Function by any third parties.

2.7 Duties of DMO Affiliate.

- (i) DMO Affiliate will market using reasonable efforts the CoachQuote.com Group Reservation Function to professional tour operators and group leaders ("Group Buyer") for the purposes of increasing site traffic to the DMO Affiliate web site and generating revenues for both parties to this Agreement.
- (ii) DMO Affiliate will assist CoachQuote.com personnel with promoting the company's Group Reservation Function, membership, banner advertising and enhanced membership listings.

ARTICLE 3.
REVENUE SHARE

3.1 DMO Affiliate Mark-up Fee Revenue Share. CoachQuote.com will pay to DMO Affiliate, during the term of this Agreement, a revenue share of collected mark-up fee in the amount of 2% of the total group reservation for each real time reservation originated from the DMO Affiliate website, and 2% for each reservation originated from the DMO Affiliate website. Shared mark-up fee revenue shall be deemed earned by the DMO Affiliate only at such time as the Group Buyer has paid to CoachQuote.com and CoachQuote.com has actually received the full amount earned from such Group Buyer with respect to the relevant reservation. Shared mark-up fee revenue payable pursuant to this Section shall be paid monthly, as promptly as practicable following the end of a month after CoachQuote.com has verified the shared mark-up fee income, provided, that if the amount payable to DMO Affiliate is less than \$50, CoachQuote.com may at its option accumulate that amount payable and add it to the following month's shared mark-up fee amount.

3.2 DMO Affiliate Advertising Revenue Share. CoachQuote.com will pay to DMO Affiliate, during the term of this Agreement, a commission in the amount of 10% for each new banner ad and each enhanced membership listing sold to any Group Supplier participating in the DMO Affiliate Program. Shared mark-up fee revenue payable pursuant to this Section shall be paid monthly, as promptly as practicable following the end of a month after CoachQuote.com has verified commission income, provided, that if the amount payable to DMO Affiliate is less than \$50, CoachQuote.com may at its option accumulate that amount payable and add it to the following month's commission amount.

ARTICLE 5.
TERM/TERMINATION

5.1 Term. The term of this Agreement shall commence as of the date this Agreement is executed and shall continue for group arrivals through December 31 of the following calendar year unless terminated in accordance by either party (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods unless either party notifies the other in writing of its desire not to renew no fewer than ninety (90) days prior to the end of the Initial Term or the then-current renewal term.

5.2 Termination by DMO Affiliate. Upon the occurrence of an Event of Default (as hereinafter defined) by CoachQuote.com and the failure of CoachQuote.com to cure such default after written notice and opportunity to cure as provided by Section 6.3 hereof, DMO Affiliate may terminate this Agreement at any time within thirty (30) days after the expiration of the cure period provided in Section 6.3.

5.3 Termination by CoachQuote.com. Upon the occurrence of an Event of Default (as hereinafter defined) by DMO Affiliate and the failure of DMO Affiliate to cure such default after written notice and opportunity to cure as provided by Section 6.3 hereof, CoachQuote.com may terminate this Agreement at any time within thirty (30) days after the expiration of the cure period provided in Section 6.3. This Agreement may be terminated by CoachQuote.com immediately upon written notice to DMO

Affiliate if either of the following occur: (i) CoachQuote.com's right, license or contract to use certain software, databases or other information material to the operation of the CoachQuote.com Database or the Group Reservation Function is terminated for any reason or (ii) if DMO Affiliate treats any codes, images, URLs and other components provided by CoachQuote.com for the Interface as its own property or modifies such in violation of this Agreement.

ARTICLE 6. DEFAULT

6.1 **Events of Default.** Subject to Section 6.2 hereof, any one of the following listed occurrences shall be considered an Event of Default:

- (i) The failure to pay any amount due hereunder within the time required;
- (ii) The refusal or failure to diligently and in good faith perform each and every material provision of this Agreement;

6.2 **Force Majeure.** It shall not constitute a default if an Event of Default is caused by or results from acts of God, fire, war, civil unrest, accident, power fluctuations or outages, telecommunication fluctuations, outages, or delays, utility failures, mechanical defects, or other events beyond the control of the defaulting party. However, if an Event of Default results from any such occurrence and continues for more than thirty (30) consecutive days, either party may terminate this Agreement by providing notice as required herein.

6.3 **Notice of Default.** Upon the occurrence of an Event of Default, the non-defaulting party shall give written notice to the defaulting party specifying the alleged default. The defaulting party shall then be entitled to ten (10) days after receipt of such notice within which to cure any monetary default and thirty (30) days within which to cure any non-monetary default.

ARTICLE 7. CONFIDENTIALITY

7.1 **Confidential Information.** During the term of this Agreement, it is acknowledged by DMO Affiliate and CoachQuote.com that each may receive or have access to confidential and proprietary information of the other party including, but not limited to, software, codes, specifications, data base and trade secrets ("Confidential Information"). Confidential Information shall not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party. Each party acknowledges that it shall not acquire any ownership or other rights in or to Confidential Information of the other, and shall use the Confidential Information only for the purposes of the performance of this Agreement, and shall keep confidential and not disclose the Confidential Information to any other person, firm or corporation without the prior written consent of the other party. Any Confidential Information transmitted in writing or by other tangible media shall remain the property of the owner and shall be returned to the owner at its request, together with all copies made thereof, at the conclusion of this Agreement. The parties agree that the provisions of this Section 7 shall survive the expiration or termination of this Agreement.

7.2 **Use of Marks.** DMO Affiliate acknowledges that CoachQuote.com, LLC, CoachQuote.com, CoachQuote, and "Powered by CoachQuote.com" are each trademarks or service marks of CoachQuote.com and DMO Affiliate agrees to not use any of CoachQuote.com's marks in any way including, but not limited to, in any advertising or promotional materials, without the prior written approval of CoachQuote.com. DMO Affiliate acknowledges and agrees that the "Powered by CoachQuote.com" marks will appear on each page of DMO Affiliate's Service that utilizes the Group Reservation Function or information from the CoachQuote.com Database.

7.3 **Confidentiality of the Agreement.** The parties agree that the terms and provisions of this Agreement shall be kept confidential and shall be disclosed only to those persons and entities as required by law or as permitted by the other party hereto. The parties may, however, disclose the existence of this Agreement to any person or entity.

ARTICLE 8. INDEMNIFICATION

8.1 **Indemnification in the Event of Certain Losses.** DMO Affiliate agrees to indemnify and hold harmless CoachQuote.com and CoachQuote.com's DMO Affiliates, directors, officers, employees and other stockholders, from and against any

14
losses, claims, liabilities, damages or expenses (including reasonable attorney fees) arising out of or related to a breach of this Agreement by DMO Affiliate (including without limitation those losses arising out of DMO Affiliate's granting of access to or use by a third party of the CoachQuote.com Database and the Group Reservation Function, other than by a bona fide end-user of DMO Affiliate's Services) or occurring on account of DMO Affiliate's fault and through no fault of CoachQuote.com ("CoachQuote.com's Losses"). CoachQuote.com agrees to indemnify and hold harmless DMO Affiliate, and DMO Affiliate's DMO Affiliates, directors, officers, employees, agents and stockholders, from and against any losses, claims, liabilities, damages or expenses (including reasonable attorney's fees) occurring on account of CoachQuote.com's fault and through no fault of DMO Affiliate ("DMO Affiliate's Losses"). Promptly after receipt by an indemnified party of notice of the commencement of any action or the presentation or other assertion of any claim which could result in any indemnification claim pursuant to this Section 8.1, such indemnified party shall give prompt notice thereof to the indemnifying party and the indemnifying party shall be entitled to participate therein or, to the extent that it shall wish, assume the defense thereof with its own counsel. If the indemnifying party elects to assume the defense of any such action or claim, the indemnifying party shall not be liable to the indemnified party for any fees of other counsel or other expenses, in each case subsequently incurred by such indemnified party in connection with the defense thereof, other than reasonable costs of investigation and preparation, unless representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The parties agree to cooperate to the fullest extent possible in connection with any claim for which indemnification is or may be sought under this Agreement.

ARTICLE 9. DISCLAIMER AND LIMITATION OF LIABILITIES

9.1 **Disclaimer, Limitation of Liabilities and Risk of Internet Usage.** COACHQUOTE.COM AND THOSE ENTITIES FROM WHICH COACHQUOTE.COM OBTAINS SOFTWARE AND SERVICE THAT ARE MATERIAL TO THE OPERATION OF THE INTERFACE, THE COACHQUOTE.COM DATABASE OR THE GROUP RESERVATION FUNCTION WILL NOT BE RESPONSIBLE OR LIABLE FOR (i) ANY FALSIFICATIONS OR INACCURACIES IN ANY OF THE INFORMATION DISPLAYED ON DMO AFFILIATE'S SERVICE, (ii) ANY ACT OR FAILURE TO ACT WITH RESPECT TO THE PUBLICATION OF INFORMATION ON THE INTERNET OR THE CREATION OR FUNCTIONALITY OF RESERVATION CAPABILITIES UNLESS EXPRESSLY SET FORTH HEREIN, (iii) ANY CLAIM, DAMAGE OR LIABILITY OF ANY NATURE ARISING OUT OF ACCESS TO DMO AFFILIATE'S SERVICE AND/OR THE MAKING, CHANGING OR CANCELING OF A RESERVATION AND THE USE OF A CREDIT CARD OR OTHER DEBIT DEVICE IN CONNECTION THEREWITH, (iv) ANY CLAIM RESULTING FROM ANY INTERRUPTION, MALFUNCTION OR CHANGE IN THE USE OF THE INTERNET OR A DISTRIBUTION SYSTEM, OR (v) ANY CLAIM, DAMAGE OR LIABILITY OF ANY NATURE ARISING OUT OF THE COACHQUOTE.COM DATABASE, TRANSLATED INTO ANY OTHER LANGUAGE, EXCEPT TO THE EXTENT RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COACHQUOTE.COM OR THOSE ENTITIES. ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, GOOD AND WORKMANLIKE PRODUCT OR SERVICE OR OTHERWISE ARE DISCLAIMED BY COACHQUOTE.COM AND WAIVED BY DMO AFFILIATE. DMO AFFILIATE ACKNOWLEDGES AND AGREES THAT THE OPERATION OF A SITE ON THE INTERNET IS AT DMO AFFILIATE'S OWN RISK. DMO Affiliate acknowledges and agrees that the Internet is a communication medium over which CoachQuote.com has no control and that its continued utilization in its present form at current costs is uncertain. Therefore, if at any time during the term of this Agreement, the cost of access to the Internet increases or there is imposed a fee or cost for access to or use of the Internet communication lines, or there is imposed any law, governmental ruling, or regulation the result of which increases the cost of access to or usage of the Internet or otherwise makes it impractical, in CoachQuote.com's sole discretion, to continue to perform this Agreement, CoachQuote.com may, upon notice to DMO Affiliate, immediately terminate this Agreement without such action constituting an Event of Default.

9.2 **Repair of Operations.** Notwithstanding any other provision of this Agreement, the only obligation of CoachQuote.com in the event of a material failure in the operation or performance of the Interface and the provision of the services as provided herein shall be to repair the malfunction within twenty four (24) hours of receipt of written notice from DMO Affiliate requesting such repair.

ARTICLE 10. MISCELLANEOUS

10.1 **Arbitration of Disputes.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. There shall be a panel of three arbitrators. Each party

shall select one arbitrator and the two arbitrators selected shall select a third neutral arbitrator. All reasonable and necessary costs and fees (including attorney's fees) incurred in connection with the arbitration shall be borne by the losing party or assessed in the award as otherwise deemed appropriate by the arbitrators.

10.2 Status of Parties. This Agreement shall not constitute a partnership, joint venture or similar arrangement. The parties hereto are separate and distinct entities independently contracting with each other at arms length.

10.3 Assignment; Name Change. This Agreement is not assignable by CoachQuote.com or DMO Affiliate without the prior written consent of the non-assigning party (and such consent shall not be unreasonably withheld), provided that either party may assign this Agreement to an DMO Affiliate or in the event of an acquisition, merger or sale of substantially all assets.

10.4 Notices. All notices, requests, consents, payments and other communications contemplated hereby shall be in writing and (a) personally delivered, (b) deposited in the United States mail, first-class, registered or certified mail, return receipt requested, with postage prepaid, (c) sent by overnight courier service (for next business day delivery), shipping prepaid, or (d) by facsimile transaction, as follows:

CoachQuote.com
ATTN: DMO Affiliates
P.O. Box 1201
Pigeon Forge, TN 37868
(Facsimile: (865) 428-8553)

or such persons or addresses as any party may request by notice duly given hereunder. Except as otherwise specified herein, notices shall be deemed given and received at the time of personal delivery or if sent by U.S. mail, three (3) business days after mailing, or, if sent by overnight courier, one (1) business day after such sending.

10.5 Controlling Law. This Agreement shall be interpreted pursuant to the laws of the State of Tennessee. The venue for any arbitration or suit brought with respect to or arising out of this Agreement shall be in the City of Memphis, Tennessee. The parties hereto hereby waive all objections, and they hereby consent to such jurisdiction and venue.

10.6 Non-Exclusive Agreement. Except as otherwise provided herein, DMO Affiliate acknowledges that as to DMO Affiliate this is a non-exclusive agreement. DMO Affiliate acknowledges and agrees that as to CoachQuote.com this Agreement is not exclusive and CoachQuote.com may contract with other entities for the provision of similar services as provided by CoachQuote.com under this Agreement.

10.7 Entire Agreement. This Agreement constitutes the entire agreement between CoachQuote.com and DMO Affiliate with respect to the implementation and operation of DMO Affiliate's Service and supersedes and replace any and all other agreements and representations, verbal or written, with respect to the subject matter of this Agreement. There are no representations, warranties or agreements made or relied upon by either party with respect to the subject matter of this Agreement, which are not contained in this Agreement.

10.8 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the legal representatives, successors and duly authorized assigns of each party whether resulting from merger, acquisition, reorganization or assignment pursuant to the terms hereof.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by due execution of this Agreement by their respective authorized representatives.

14

DMO Affiliate (Organization Name)

BY

Date

Name Printer

Title

Mailing Address

Phone

Fax

Email Address

Web Site Address

CoachQuote.com, LLC

BY

Name Printer

Title



14



TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE. Your use of this site is expressly conditioned on your acceptance of the following terms and conditions. By using this site, you signify your assent to these terms and conditions. If you do not agree with any part of the following terms and conditions, you must not use this site.

1. **OWNERSHIP.** This site, and each of its modules, is the copyrighted property of CoachQuote.com ("CoachQuote.com"). In addition, the trademarks, logos and service marks displayed on this site are registered and common law Trademarks of CoachQuote.com
2. **CONDITIONS OF USE.** As a condition of your use of this site, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Users of this site agree to be further bound by the following specific terms and conditions, as applicable.

Tour Planners understand and agree that, by using this site to reserve or book hotel rooms, they are entering into a transaction with the respective Hotel directly, and that CoachQuote.com makes no representations regarding the accuracy of any information posted by Hotels using this site. Once you have made a hotel booking, the hotel is required to contact you within one (1) business day acknowledging that they have received the booking information. At that time, you will have an opportunity to ask further questions and enter into an agreement with the respective hotel. You are not obligated to any hotel booking until such time as you sign the respective hotel's booking agreement.

You have read the CoachQuote.com Privacy Policy and agree that the terms of such policy are reasonable.

3. **ENTIRE AGREEMENT.** These terms and conditions constitute the entire agreement relating to the subject matter hereof.