

ORIGIN GUEST GENERATION REPORT FOR INDIVIDUAL LODGING PROPERTY ORDER FORM

Company Name _____
Contact Name (First, MI, Last) _____
Title _____ **Phone No.** _____
Email Address _____
Address: _____
City _____ **State** _____ **Postal Code** _____
Hotel Brand _____

Product desired:
Mid- Level Hotel Segment
Bus/Leisure Combo Profile @ \$495.00 per market

Market Numbers _____

Payment Method: Company Check
Make payable to D.K. Shifflet & Associates Ltd.
Mailing Address: 7115 Leesburg Pike Suite 300, Falls Church, VA 22043

Agreement:

I _____ acknowledge and understand that the data in these reports are the intellectual proprietary property of D. K. Shifflet & Associates, Ltd. I further understand that this data is offered at a significantly reduced price as a special benefit to HSMIAI lodging members. I guarantee that this data will not be released in any form and will be used exclusively for the internal marketing purposes of my individual property. I understand this data cannot be sold, shared, reproduced or distributed to any other property, company office or headquarters, any third party or the media. Product will be delivered electronically in PDF format.

Data Ownership and Use: DKS&A Syndicated data/findings remain the property of DKS&A and cannot be released in whole or in part without the explicit written consent of DKS&A. I understand that if anyone at my property releases DKS&A data to: someone who is not employed at my location, publicly, or to a third party without DKS&A consent, I agree to pay DKS&A \$10,000, or the market value (whichever is greater) for any DKSA economic loss resulting from the unauthorized release of this data. DKS&A syndicated data, if released/published, must credit D. K. Shifflet & Associates Ltd. DIRECTIONS® Travel Intelligence SystemsSM.

Liability of DKS&A: DKS&A, its officers, agents, employees and subcontractors, shall, in no event or under any circumstances whatsoever, be liable to Client or any other person whose rights or claim may arise through Client for any loss, injury, or damage, including consequential damages, that client or any other person may sustain by reason of the provision, application or use in any manner of the data or services furnished to client by DKS&A. No person, firm or entity shall be a third party beneficiary of this agreement. Client shall indemnify DKS&A, except in the event of gross negligence, and hold DKS&A harmless from and against any expense, damage or award, including reasonable attorneys' fees, incurred by DKS&A as a result of client release of DKS&A data to any third party

Changes to this Agreement: This writing is the entire Agreement and the parties will be bound by one Agreement. Neither this Agreement nor any provision hereof may be changed (waived, modified, amended, discharged, or terminated) except by written instrument, signed by the party against which the enforcement of such change is sought, and then only to the extent set forth in the instrument.

Representations and Notices: The signer represents to DKS&A that they are authorized to bind their company to the terms of this Agreement.

Signed: _____ Date: _____

Sign and Fax agreement to Attention Jim Caldwell Fax No. 703-536-0580

