

**empowerMINT.com DMO Participation Agreement**

This AGREEMENT is made by and between EmpowerMINT.com and \_\_\_\_\_ (Hereinafter referred to as "Participant") With the following address: (All notices are to be sent to Participant and to EmpowerMINT.com at the below address)

CVB INFORMATION	Mail or fax contracts to:
Contact: _____ Address: _____ City: _____ State _____ Zip: _____ Phone: _____ Fax: _____ E-mail: _____	Destination Marketing Association International Attn: Christine Shimasaki 2025 M Street, NW, Suite 500 Washington, DC 20036  Phone: 202.835.4094 Fax: 202.835.4090
PARTICIPATION FEATURES	

1. empowerMINT Program. Participation includes managing a destination profile and soliciting support from bureau member business for the purposes of including images, group rates, and available dates on empowerMINT.com and/or other promotional websites collectively referred to as « empowerMINT Program ».
2. empowerMINT.com shall furnish Participant with log in information in the form of an email. Participant agrees to perform set-up procedures and to continue to update information on an as needed basis. Participant represents and warrants that it has the right to authorize empowerMINT.com to use its name, logo, images, data, etc.
3. Design. Participant acknowledges and agrees that the design and shape shall be subject to the requirements and limitations of the Web Site. empowerMINT.com reserves the right to make such adjustments in the shape, exact size, and attributes in order to make it function within the Web Site, provided, however, such adjustments shall not materially alter the actual hotel profile data as entered by participant.
4. Participant agrees to provide marketing support as determined solely by empowerMINT.com. Participant agrees to keep current with marketing action items and use best efforts to support the program through out the term of participation. Participant agrees to promptly respond to all empowerMINT Program communications.

Term	Inventory Type	Participation Fee	Total Contract Price	Comments
12 months	<b>empowerMINT Internet Destination Sales &amp; Marketing Package</b> Featured listing across empowerMINT network. Unlimited subscription to MINT database Lead Tracking & Reporting Private Label Search and RFP engine	\$	\$	
		<b>Total</b>	\$	

The above information applies to a renewable contract applicable on a July 1-June 30 cycle.

**Payment Options:** \_\_\_\_\_

The undersigned agrees to pay the above stated charges and understands that the contract will automatically renew unless cancelled (see page 2). By signing, you agree to the Terms and Conditions attached as page 2.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2010

empowerMINT.com Bureau: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Christine Shimasaki Name: \_\_\_\_\_

Title: \_\_\_\_\_ Managing Director, empowerMINT.com Title: \_\_\_\_\_

All participation orders subject to empowerMINT.com Terms and Conditions attached (see page 2/2)

### empowerMINT.com Terms and Conditions

1. **Purpose.** EmpowerMINT.com is a website operated by Destination Marketing Association International (DMAI) with its principal place of business located at 2025 M Street, NW, Suite 500, Washington, DC USA 20036 and hereby agrees to provide promotional space and access to the Web Site and to arrange for certain related services (collectively, the “Program”), subject to the terms and conditions of this Agreement.
2. **Payment and Payment Terms.** In total and final consideration for the services to be provided by EmpowerMINT.com as set forth herein, Customer shall pay the sum of \$ \_\_\_\_\_. Said payments shall entitle Customer access to the Web Site for 12 months.
3. **Term and Termination.** This Agreement shall commence on the Effective Date (as defined herein) and, unless terminated earlier as provided herein, shall continue for an initial term of one (1) year (the “Initial Term”), and will automatically renew for additional periods of one (1) year term (each an “Additional Term”), unless written notification of non-renewal is provided by either party to the other party at least thirty (30) days prior to the expiration of the Initial Term or of the Additional Term, if applicable, or unless otherwise terminated as provided herein.  
  
EmpowerMINT.com Reserves the right to terminate this Agreement in the event that the Customer fails to make the payments as set forth in Section 2 above. In the event of any such termination, Customer shall immediately pay for any and all Advertisement services rendered up to the time of such termination. Customer may terminate this Agreement at any time without incurring liability of any kind in the event that EmpowerMINT.com breaches Sections Seven (7) and Eight (8) and such breach continues and is not cured for more than thirty (30) days after receiving from the Customer written notice regarding the breach.  
  
In addition to any other rights and remedies at law, either party hereto may, by giving written notice to the other party, immediately terminate this Agreement in the event that the other party (i) is declared insolvent either in bankruptcy proceedings or other legal proceeding or (ii) goes into voluntary or involuntary liquidation. Upon termination or expiration of this Agreement for any reason, each party shall immediately cease to use any of the other party’s marks and promotional materials including, without limitation, removing Customer IP and any other Customer-provided materials from the Web Site.
4. All rights, title and interest (including copyright) in and to program participation and its placement in the web Site are reserved to EmpowerMINT.com. Participant acknowledges and agrees that EmpowerMINT.com is and shall remain the owner of all design work, information and technical enhancements incorporated into the Web Site in connection with Participation, except for the designs, marks and other copyrightable materials (collectively, the “Participant Data”) provided by the Participant to EmpowerMINT.com pursuant to this Agreement. The parties hereby acknowledge and agree that the Participant owns and shall continue to own any and all interests in and rights to Participant Data, except that the Participant hereby grants to EmpowerMINT.com a non-exclusive, non-perpetual and limited license to use such Participant Data for purpose of participation under this Agreement, including but not limited to the design and posting on the Web Site.
5. **Representations and Warranties.** Each party hereby represents and warrants that: (i) such party is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) such party is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder; (iii) this Agreement is a legal and valid obligation binding upon it and enforceable with its terms. The execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it; and (iv) such party has the full and exclusive right to grant or otherwise permit the other party to use the trademarks, logos and trade names as set forth in this Agreement, and that it is aware of no claims by any third parties adverse to any of such trademarks, logos and trade names.
6. **Force Majeure.** If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt written notice to the other party, shall be excused from such performance, except for the making of payments hereunder, to the extent of such prevention, restriction or interference. The other party may terminate this Agreement without incurring any liability, however, in the event that the excused party’s inability to perform continues for more than thirty (30) days.
7. **Nonwaiver.** The parties hereto agree that a waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent breach or default. The parties also agree that no failure to exercise or delay in exercising any right under this Agreement on the part of either party shall operate as a waiver of any such right.
8. **Disclaimer of Express and Implied Warranties, Waiver of Express and Implied Warranties and Limitation of Damages :** Except as otherwise expressly provided in paragraph 5, PARTICIPANT ACKNOWLEDGES THAT DMAI DISCLAIMS ALL WARRANTIES OF ANY KIND, BOTH EXPRESS AND IMPLIED, AND THAT PARTICIPATION IS BEING PROVIDED BY DMAI AND ACCEPTED BY PARTICIPANT WITHOUT ANY WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, EACH OF WHICH PARTICIPANT EXPRESSLY WAIVES. Except as provided in paragraph 14, EMPOWERMINT.COM SHALL NOT BE LIABLE TO PARTICIPANT OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS, OR OTHER DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT..
9. **Indemnification.** Participant agrees to protect, defend, indemnify and hold harmless EmpowerMINT.com, its directors, officers, employees, representatives, predecessors, successors and assigns, of and from any and all claims, demands, causes of action and liability, including without limitation, investigation expenses, court costs and reasonable attorney’s fees, arising out of or related to any service that has been or will be provided to EmpowerMINT.com pursuant to this Agreement.  
  
The parties agree that the foregoing indemnity obligations shall survive the termination or expiration of this Agreement.
10. **Assignment.** Neither party hereto may assign or otherwise transfer its rights or obligations under this Agreement to a third party without the prior written consent of the other party. Any attempt to make such an assignment without having obtained the required consent shall be void. Notwithstanding the foregoing, no consent from the other party is required if the assignment of this Agreement is pursuant to the sale of all or substantially all of the assets of assignor’s business.
11. **Governing Law.** The parties acknowledge that this agreement has been made in Washington D.C., and agree that it shall be construed and enforced pursuant to and in accordance with the laws of Washington D.C. without giving effect to its conflicts of law provision. The parties further agree that the proper venue for any action arising out of this Agreement shall be maintained in any state court of competent jurisdiction in Washington D.C..
12. **Integration.** The Parties acknowledge and agree that this Agreement is the complete and exclusive statement of the mutual understanding of the Parties and that is supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
13. **Notices.** Any notice required or permitted by this Agreement to be given to either party shall be deemed to have been given if in writing and delivered or mailed by first class, registered, or such other traceable, overnight delivery services as FedEx or Airborne, postage prepaid and addressed to the party’s then current business address set forth in this Agreement or to such address as shall subsequently be designated in writing to the other party.
14. **Attorney’s Fees and Expenses.** If any legal proceeding is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees, investigation expenses, expert witness fees and costs of court, in addition to any other relief to which the party is entitled as long as such other relief is consistent with the LIMITATIONS OF DAMAGES SET FORTH IN PARAGRAPH 8 ABOVE.