NOTICE OF AWARD OF CONTRACT

TO: ADVANCED RESERVATION SYSTEM, INC.
3750 CONVOY STREET
SUITE 312
SAN DIEGO, CA 92111

DATE ISSUED: MAY 2, 2011
CURRENT REFERENCE NO: 185-11
CONTRACT TITLE: AED/RESERVATION SYSTEM
PRIOR REFERENCE NO: N/A

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract.

The contract documents consist of the terms and conditions of the attached Agreements including any exhibits, attached or amendments thereto.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on APRIL 30, 2012.

CONTRACT PRICING:
REFER TO AGREEMENT 185-11

ATTACHMENTS:
AGREEMENT 185-11

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: ROB KAZMIERSKI
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 33-094532
EMAIL ADDRESS: robert.kazmierski@aresdirect.com
COUNTY CONTACT: KERRY LAMBERT

VENDOR TEL. NO.: 858-300-8612
VENDOR FAX. NO.: 858-430-4875
COUNTY TEL. NO.: 703-228-0877

CONTRACT AUTHORIZATION

PAMELA HAYES
ASSISTANT PURCHASING AGENT

DATE

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY AGREEMENT 185-11

ADVANCED RESERVATION SYSTEMS, INC.
RESERVATION SERVICES AGREEMENT

INTRODUCTION

WHEREAS, Advanced Reservations Systems, Inc., a California corporation ("ARES"), has developed and continues to develop and distribute a proprietary booking engine (that may utilize databases or functionality that ARES licenses from third parties), for use in connection with private label Websites that offer, among other services, travel reservation services and other travel-related information; and

WHEREAS, ARES desires to provide such services, and Client desires to accept the same and provide such graphical and textual links ("Links") to the Reservation Services (as defined herein) prominently on certain pages of Client's Website(s), in exchange and consideration of certain commissions to be retained by ARES and paid to Client in connection therewith, pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

THIS RESERVATION SERVICES AGREEMENT ("Agreement") is made and entered into as of April 26, 2011 (the "Effective Date") by and between ARES and Client, and consists of this Agreement together with the Exhibits attached hereto, as provided below.

A. **Client Information.** Client, and each additional term, as defined below, means:

<table>
<thead>
<tr>
<th>&quot;Client&quot;:</th>
<th>Arlington County/Arlington County Convention and Visitors Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Client Information&quot;:</td>
<td>Contact Name: Kerry Lambert</td>
</tr>
<tr>
<td></td>
<td>Contact Email: <a href="mailto:klambert@arlingtonva.us">klambert@arlingtonva.us</a></td>
</tr>
<tr>
<td></td>
<td>Contact Phone: (703) 228-0877</td>
</tr>
<tr>
<td></td>
<td>Contact Fax: (703) 228-0806</td>
</tr>
<tr>
<td></td>
<td>Address: 1100 North Glebe Road Suite 1500</td>
</tr>
<tr>
<td></td>
<td>City: Arlington</td>
</tr>
<tr>
<td></td>
<td>State/Province: VA</td>
</tr>
<tr>
<td></td>
<td>ZIP/Postal Code: 22201</td>
</tr>
<tr>
<td></td>
<td>Country: USA</td>
</tr>
<tr>
<td></td>
<td>Check Payable: Arlington Convention and Visitors Service (ACVS)</td>
</tr>
<tr>
<td></td>
<td>Tax I.D. or SS No.: 54-600-1123</td>
</tr>
</tbody>
</table>

| "Client Website(s)": | http://www.stavarlington.com/ |
B. **Engagement.** Client (hereafter referred to as "Client" or "the County") hereby engages ARES to provide the Reservation Services, as provided in EXHIBIT B (collectively, the "Reservation Services"). ARES and Client acknowledge that Client intends to offer the Reservation Services to Client's customers as the end users of Client's Website(s) ("End Users"). Client agrees to market the Reservation Services in accordance with the terms of this Agreement through Client's Website(s) and to expose the Reservation Services prominently on the home page and all travel related pages that are linked from the URL(s) listed in Section A (Client Information) above. Client further acknowledges and agrees that the Reservation Services will be the exclusive travel reservation services marketed via Client's Websites. Additional websites may be added to the list of Client Websites under this Agreement upon the written agreement of both parties.

C. **Incorporation of Exhibits; Standard Terms and Conditions.** This Agreement, as defined hereunder, includes the following attached exhibits, which are hereby incorporated into this Agreement by reference (collectively, the "Exhibits"):  

EXHIBIT A – DEFINITIONS;  
EXHIBIT B – RESERVATION SERVICES;  
EXHIBIT C – COMPENSATION MATRIX AND PAYMENT SCHEDULE;  
EXHIBIT D – INCLUDED SERVICES;  
EXHIBIT E – SUPPLEMENTAL SERVICES AGREEMENT; and  
EXHIBIT F – ARES STANDARD TERMS AND CONDITIONS OF SERVICE.  
EXHIBIT G – ARLINGTON COUNTY TRANSIENT OCCUPANCY TAX ORDINANCE

By signing below, the parties acknowledge and agree to all of the terms and conditions of this Agreement and the Exhibits attached hereto, including, without limitation, the ARES Standard Terms and Conditions of Service set forth on EXHIBIT F. This Agreement constitutes an offer to Client that expressly limits Client's acceptance to the terms and conditions of this Agreement, and any different or additional terms contained in any related request for quotation, confirmation, or similar form submitted by Client shall have no force or effect. Each party represents and warrants that it has the requisite power and authority to sign and deliver this Agreement, and to perform its obligations hereunder, and that the person whose signature appears on this Agreement is duly authorized to enter into this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, as set forth below, as of the Effective Date.

<table>
<thead>
<tr>
<th>CLIENT:</th>
<th>ARES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed by:</td>
<td>Signed by:</td>
</tr>
<tr>
<td>Name: PAMELA HAYES</td>
<td>Name: Alec House</td>
</tr>
<tr>
<td>Title: ASSISTANT PURCHASING AGENT</td>
<td>Title: Charles</td>
</tr>
</tbody>
</table>

185-11 Page 2
EXHIBIT A
1) DEFINITIONS

Actual Bookings – means the total gross booking dollars produced by Client from Qualifying Sales, less cancellations and refunds, during a Contract Year. It is this amount that ARES uses to determine if Client has satisfied the Booking Minimum or incurred any Booking Shortfall.

Applicable Charges - means: (i) any and all applicable amounts owed for domestic or foreign taxes, mandatory charges and surcharges (including port charges and airport facility charges), mandatory surcharges for gratuities, fuel increases, other surcharges, duties, shipping and handling, and credit card fees; (ii) any refunds, cancellations, rebates, cancellation fees, commissions, Commission Collection Fees; (iii) any and all applicable amounts not actually received by ARES due to credit card fraud, bad debts or any other events; (iv) any applicable amount not actually received by ARES due to credit certificates, coupons or similar discounts; and (v) any other amounts paid in connection with or which reduce the net proceeds received from commissionable sales.

Booking Fee(s) – means any additional fees or the like charged by ARES to an End User for each Qualifying Sale, less all Applicable Charges.

Booking Minimum – means the minimum Actual Bookings required by ARES from Client per Contract Year in order to receive Reservation Services free of charge, as set forth in Section 5 (Booking Minimum) of EXHIBIT F – ARES Standard Terms and Conditions of Service.

Booking Shortfall – means the amount, if any, by which the Booking Minimum exceeds Actual Bookings in any Contract Year.

Collected Commissions - means the amount of commissions or fees actually collected and received by ARES from the respective Supplier for a Qualifying Sale, less all Applicable Charges.

Commission Collection Fees – means those fees which are charged by any third party for the purpose of collecting and/or paying and processing commission payments in connection with Qualifying Sales.

Commission Percentage – means the Client’s commission percentage applicable to each Qualifying Sale, as set forth in EXHIBIT C – Compensation Matrix and Payment Schedule.

Commissionable Hotel Sales – means hotel room sales in which the End User pays the hotel for the nightly room amount and the hotel pays a booking commission or fee to ARES.

Consumed Reservation – means a reservation of which the End User actually utilizes and does not cancel the applicable hotel, rental car, flight or attraction which was reserved.

Contract Year – means the twelve-month period commencing on the date which is forty-five (45) days from the Effective Date, and each successive twelve-month period thereafter, as applicable, during the term of this Agreement.

Industry Standard Commission Rate – means the generally accepted travel agency commission rate in effect in the United States with respect to the particular type of travel product or service. For example, as of the Effective Date, the Industry Standard Commission Rate is 10% of the room rate with respect to most domestic hotels, 8% of the room rate with respect to international hotels, and 5-10% with respect to car rentals.

Net Hotel Sales – means hotel room sales in which the End User pays ARES for the nightly room amount at the time of booking and ARES pays the hotel for the nightly room amount upon checkout.

Net Hotel Revenue – means the total nightly room amount, exclusive of any taxes and fees, which is charged by ARES to an End User for a Net Hotel Sale, less all Applicable Charges.

Net Revenue – means the difference between the amount actually collected and received by ARES from an End User and the amount actually paid by ARES to the respective Supplier for a Qualifying Sale, less all Applicable Charges.

Qualifying Sale – means the sale of a product or service to an End User made, via the Links provided from Client's Websites, through ARES and within the scope of the Reservation Services contracted for by Client hereunder, whether or not it is completed via the ARES booking engine, either online or offline, and that is actually consumed by the End User. For purposes of this Agreement, "consumed" means the End User actually used or consumed the product or service.

Supplier(s) – refers to the provider of all travel or credit card processing services in connection with a Qualifying Sale (e.g. Airlines, Hotels, Rental Car, Travel Insurance, Credit Card Companies, etc.).
EXHIBIT B
RESERVATION SERVICES

"Reservation Services" means the reservation services provided under this Agreement by ARES, as specified below, and all related bookings (airfare, hotel, car or activity tickets) made through the ARES online booking engine. Client hereby engages ARES, and ARES agrees to provide, one or more of the following Reservation Services, as specified by Client by placing an [X] in the box opposite each Reservation Service that Client accepts, in accordance with the terms and conditions of this Agreement:

RESERVATION SERVICES:

☒ A. Airline Reservation Service
☒ B. Activity Ticket Reservation Service (Attractions, Tours & Activities)
☒ C. Hotel Reservation Service
☒ D. Car Rental Reservation Service
☒ E. Group Reservation Service
EXHIBIT C
COMPENSATION MATRIX AND PAYMENT SCHEDULE

The following Compensation Matrix and Payment Schedule list the type of Reservation Service and corresponding Commission Percentage applicable to each Qualifying Sale transaction:

<table>
<thead>
<tr>
<th>Reservation Service</th>
<th>Percentage (%) Payable to Client per transaction for Consumed Reservations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online Bookings</td>
<td></td>
</tr>
<tr>
<td>Airline Reservation Service</td>
<td>50% of Booking Fees</td>
</tr>
<tr>
<td>Activity Ticket Reservation Service</td>
<td>25% of Net Revenue</td>
</tr>
<tr>
<td>Hotel Reservation Service:</td>
<td></td>
</tr>
<tr>
<td>(a) Commissionable Hotel Sales</td>
<td>(a) 50% of Collected Commissions and 50% of Booking Fees For hotel reservations made through the Global Distribution System (GDS) the booking fee is $5.99 per transaction</td>
</tr>
<tr>
<td>(b) Net Hotel Sales</td>
<td>(b) 5% of Net Hotel Revenue*</td>
</tr>
<tr>
<td></td>
<td>*Not to exceed 50% of Net Revenue</td>
</tr>
<tr>
<td>Car Rental Reservation Service</td>
<td>50% of Collected Commissions</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reservation Service</th>
<th>Percentage (%) Payable to Client per transaction for Consumed Reservations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Bookings</td>
<td></td>
</tr>
<tr>
<td>Airline Reservation Service</td>
<td>25% of Booking Fees</td>
</tr>
<tr>
<td>Activity Ticket Reservation Service</td>
<td>12.5% of Net Revenue</td>
</tr>
<tr>
<td>Hotel Reservation Service:</td>
<td></td>
</tr>
<tr>
<td>(a) Commissionable Hotel Sales</td>
<td>(a) 25% of Collected Commissions and 25% of Booking Fees For hotel reservations made through the Global Distribution System (GDS) the booking fee is $5.99 per transaction</td>
</tr>
<tr>
<td>(b) Net Hotel Sales</td>
<td>(b) 2.5% of Net Hotel Revenue*</td>
</tr>
<tr>
<td></td>
<td>*Not to exceed 35% of Net Revenue</td>
</tr>
<tr>
<td>Car Rental Reservation Service</td>
<td>25% of Collected Commissions</td>
</tr>
<tr>
<td>Group Reservation Service</td>
<td>10% of Collected Commissions</td>
</tr>
</tbody>
</table>
EXHIBIT D
INCLUDED SERVICES

Analytics Integration (Google)
Booking Engine Template (3 Included)
Booking Widget (3 Included)
Call Center Site ID (8 Included)
Toll Free Dedicated Phone Number (8 Included)
Web Site ID (8 Included)
Attraction & Activity Content Development – (10 Included)
Lodging Property Content Development (10 – Included)
Lodging Property Deal Development (30 – Included)
Package Content Development (10 – Included)
Custom Sub-Domain - $150 (Due upon receipt of invoice. Recurs every 3rd year)
EXHIBIT E
SUPPLEMENTAL SERVICES AGREEMENT

By signing below, Client hereby engages ARES, and ARES agrees to provide, one or more of the following supplemental services (collectively, the "Supplemental Services"), as specified by Client by placing an [X] in the box opposite each Supplemental Service that Client accepts, for the price and on the payment terms set forth below, and otherwise in accordance with the terms and conditions of this Agreement:

SUPPLEMENTAL SERVICES:

☐ Analytics Integration Third Party (Non-Google) - $1000 Initial Configuration
☐ Attraction & Activity Content Development - $100 each
☐ Banner Design - $500 per design
☐ Booking Engine Template (Each Additional) - $500
☐ Booking Widget (Each Additional) - $500
☐ Call Center Interface (Client Managed) - $500
☐ Call Center Site ID (Each Additional) - $50
☐ Custom Affiliate Reports - $250 per Report
☐ Custom Call Center Greeting - $75
☐ Custom Sub-Domain - $150 (Recurs every 3rd year)
☐ E-Mail Campaign - $750 + $.02 per Recipient
☐ Landing Page Development - $4,000
☐ Lodging Property Content Development - $100 per Hotel
☐ Lodging Property Deal Development - $100 per Deal
☐ Package Content Development - $100 per Package
☐ Referral Cards (1000) - $150 Design and Print
☐ Toll Free Dedicated Phone Number (Each Additional) - $250
☐ Web Site ID (Each Additional) - $50
☐ Other: __________________________________________ - $________

Client agrees to pay for the above Supplemental Services on the following terms: ____________

<table>
<thead>
<tr>
<th>CLIENT:</th>
<th>ARES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed by: __________________________</td>
<td>Signed by: __________________________</td>
</tr>
<tr>
<td>Name: ______________________________</td>
<td>Name: ______________________________</td>
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<tr>
<td>Title: ______________________________</td>
<td>Title: ______________________________</td>
</tr>
<tr>
<td>Date: ______________________________</td>
<td>Date: ______________________________</td>
</tr>
</tbody>
</table>
EXHIBIT F
ARES STANDARD TERMS AND CONDITIONS OF SERVICE

1. PRIVATE LABEL WEBSITE. Client agrees, with the approval of ARES and subject to the terms and conditions of this Agreement, to promote the Reservation Services and receive the compensation as set forth in this Agreement.

1.1 Private Label Website. In consultation with Client, ARES will create, develop and maintain a Website (the "Private Label Website") in accordance with the provisions of this Agreement that allows End Users to access and book the Reservation Services through such Private Label Website, which website must be approved by the Client before any of Client's obligations hereunder become due.

1.2 Display of ARES Information. In connection with all Reservation Services made available for booking or otherwise listed on or linked from the Client Websites, Client will display the appropriate trademark or copyright designation for ARES, the ARES terms and conditions, seller of travel designations if required, FAQ and customer support pages, the cancellation policies, rules, disclosures, regulations, rates, prices, taxes, tax recovery charges, service fees and other charges and fees offered through the Reservation Services, without revision, deletion or change of any sort whatsoever. For sake of clarity, all of the policies referred to above are displayed on the ARES website and not on the StayArlington website.

1.3 Marketing of Site. Client will market the Private Label Website to End Users. If Client fails to market the Private Label Website by failing to place the Links prominently and directly on the exact URL’s as specified in Section A (Client Information) and Section B (Engagement) above, within forty-five (45) days of receipt of Private Label Website, ARES reserves the right to terminate access to the Reservation Services pursuant to Section 14 (Termination) of this Agreement.

1.4 Communications with Clients. ARES will be responsible for End User care and support issues related to the Reservation Services. Client will provide commercially reasonable cooperation, at ARES's (or applicable third party customer service center's) request, to facilitate such client care and support. Without limiting the generality of the foregoing, Client will immediately: (a) transmit to its End Users, without revision, deletion or change of any sort, all information transmitted by ARES (e.g., booking confirmation e-mails and other client support communications); and (b) transmit to ARES (or a third party customer service center) all communications, without revision, deletion or change of any sort, received from End Users relating to the Reservation Services (e.g., booking requests and other End User service inquiries).

2. RESERVATION SERVICES. Subject to the terms and conditions of this Agreement, and solely for purposes of providing End Users with access to the Reservation Services to view, make or cancel reservations through a Web Page (as defined below), ARES hereby grants Client, during the term of this Agreement, a worldwide, non-transferable, non-sublicensable, non-exclusive, limited, revocable right and license to (a) publicly display the Links, and (b) access, publicly display and use the Reservation Services. Client shall participate in all Reservation Services as indicated on EXHIBIT B. Reservation Services may be updated by ARES from time to time. All reservations requested by End Users are subject to acceptance by ARES in accordance with ARES policies then in effect.

3. WEB PAGES. The term "Web Page" shall mean each of the web pages of Client corresponding to the Uniform Resource Locator ("URL") listed as a Client Website in Section A (Client Information) above. Client agrees to promptly notify ARES in writing of any change in such URLs.

4. CUSTOMIZATION. Client shall be responsible for providing any and all headers, footers, trademarks, service marks, logos, copyright materials, designs, artwork, and any other content required by ARES for inclusion on the Private Label Website(s) (collectively, "Client Content"). After receipt of Client’s complete Client Content, ARES will make the Private Label Website(s) and/or Links available. Client hereby represents and warrants to ARES that Client owns and has all rights necessary to grant ARES access to the use and display of the Client Content, in accordance with the terms of this Agreement and transactions contemplated hereby, and Client hereby agrees, that to the extent permitted by Virginia law, that ARES and its affiliates, officers, directors, shareholders, and representatives shall not be responsible for any claims, suits, proceedings, losses, liabilities, damages, fees and expenses arising from a breach of the foregoing representation by Client or relating to any third-party claim that Client’s Content infringes the intellectual property rights of such third party, or arising from any violations by Client of Section 8 (Use of Intellectual Property), Section 9 (No Offensive Content or Conduct), Section 11 (End Users), or Section 12 (Confidentiality).

5. BOOKING MINIMUM. Client acknowledges that ARES incurs considerable expense in the provision of the Reservation Services. Therefore, in each Contract Year, Client agrees to pay the sum of $4500 in advance to ARES within 30 days of an invoice, as approved by the Client Project Officer. ARES will refund this $4500 within 30 days of contract year end via check if the Client produces $50,000 in actual bookings through Client’s Website(s) in that Contract Year.
6. SUPPLEMENTAL SERVICES. ARES offers certain supplemental services, some of which are provided at no additional cost to Client and some of which are provided at additional cost to Client. The services which are provided at no additional cost to Client are set forth in Exhibit D – Included Services. The services which are provided at an additional cost to Client are set forth in Exhibit E – Supplemental Services Agreement (as defined on Exhibit E, the "Supplemental Services"). Client may engage ARES to provide certain Supplemental Services, for such price and payment terms on which the parties may mutually agree, by completing and mutually executing Exhibit E – Supplemental Services Agreement. Client will not be billed for any Supplemental Services without first executing the Supplemental Services Agreement.

7. COMPENSATION. During the term of this Agreement and except as otherwise provided herein, ARES agrees to pay Client an amount equal to Client's Commission Percentage corresponding to each applicable Qualifying Sale transaction hereunder, the net proceeds from which ARES actually collects and receives, as set forth on EXHIBIT C – Compensation Matrix and Payment Schedule, less all Applicable Charges ("Commissions"). The proceeds shall be accompanied by a report listing all consumed reservations made in that month and amounts due to Client. Commissions for undisputed amounts due Client shall be paid by ARES no later than the fifteen (15th) day of each month, with respect to all amounts actually collected and received by ARES from Qualifying Sales consumed during the previous month. Notwithstanding any term or provision of this Agreement to the contrary, in no event shall ARES be obligated to pay any Commissions on Client bookings that are not actually consumed by End Users or from which ARES does not actually collect and receive the net proceeds therefrom.

8. USE OF INTELLECTUAL PROPERTY. Client hereby grants to ARES a royalty-free, worldwide, non-exclusive, limited, revocable, and fully paid-up license, during the term hereof, to access, use and publicly display the Client Content on the Web Pages and on all Client Private Label Website(s), and otherwise in connection with, and in furtherance of, all Reservation Services to be provided hereunder.

8.1 Use. The use by ARES of the Client Content in any manner not contemplated hereby is prohibited unless otherwise approved in writing in advance by Client.

8.2 Intellectual Property of ARES. With the sole exception of the Client Content, all right, title, and interest, including, without limitation, any and all copyright, patent, trade secret, trademark and other intellectual property rights in and to the Links, Private Label Website(s), the Reservation Services and all content ARES creates in connection with the same under United States law and any applicable foreign laws shall be owned by and remain in ARES, exclusively, or by the ARES respective Supplier, where applicable. ARES warrants and guarantees that no intellectual property rights of third parties are infringed or in any manner involved in or related to the services provided hereunder. ARES further covenants to save, defend, hold harmless and indemnify the Client from and against any and all claims, losses, damages, fines, costs, charges or liability, however caused, for or on account of any infringement of intellectual property rights resulting from the services ARES provides.

8.3 Unauthorized Use. Each party acknowledges and agrees that in addition to any other right the other party may have at law or in equity, each party shall be entitled to petition for an injunction or other equitable relief to prevent any unauthorized use by the other party of: (i) in the case of ARES, the Private Label Website(s), Links, Reservation Services, Retrieved Data or any intellectual property or proprietary information of ARES; and (ii) in the case of Client, the Databases, Client Content or any other intellectual property or proprietary information of Client.

9. NO OFFENSIVE CONTENT OR CONDUCT. Each party agrees to abide by all local, state, national and foreign laws in connection with the performance of its rights and obligations under this Agreement with respect to prohibiting or regulating offensive content on the Internet. Client, however, agrees to assume full and exclusive responsibility for all Client Content, images, third party links and representations on
Client's Websites and Web Pages. Client covenants and agrees that: (a) Client's Websites and Web Pages shall not contain any content that promotes or engages in illegal activities, is sexually explicit, obscene, violent or otherwise deemed offensive, or is libelous or invasive of another's privacy (“Offensive Content”); (b) it shall not use URLs or transmit any material through or on the Links, Client's Website(s) or Web Pages that may infringe the intellectual property rights of a third party; (c) it shall not knowingly transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as "Trojan" horses, worms, time bombs, and cancelbots; (d) it shall not hack into or otherwise knowingly harm the Private Label Website, any Website of ARES or its Suppliers, or any servers or networks connected to the Private Label Websites, Reservation Services or Retrieved Data; (a) it shall not engage in any illegal or unethical search engine optimization practices; (f) it shall obtain all content on its Web Pages in a lawful manner; and (g) it shall comply with all ARES requirements posted on ARES Websites, or otherwise communicated to Client by ARES.

10. LIABILITY FOR ERRORS. Client shall assume full responsibility for any reservation errors or any other errors that are caused by any acts or omissions of Client (or on Client's behalf by a third party other than ARES or ARES's agents) including, without limitation, any technical or programming errors. If ARES incurs any expenses resulting from such errors or in remedying such errors (including, without limitation, expenses paid by ARES to its third party Suppliers for booking errors), Client agrees to fully reimburse ARES for all such expenses. No event shall Client be responsible for errors caused by End Users.

11. END USERS. Use of the Private Label Website by End Users is governed by the posted privacy policy ("Privacy Policy") and any applicable terms and conditions (including, for example, cancellation and refund policy) specific to the particular Reservation Service (collectively, the “T&Cs”). Client shall not modify any Privacy Policy or T&Cs that relate to the products and/or services being sold via any particular Reservation Service without the prior written approval of ARES. To the extent allowed by such Privacy Policies, T&Cs and applicable law, and solely as between ARES and Client, Client shall own all personally identifiable information of End Users (such as End Users' names, addresses, and credit card billing information collected by Client or ARES through the Reservation Services or Private Label Website (collectively, the "End User Information")), and the parties acknowledge that all such End User Information being collected is being collected on behalf of and for the benefit of Client; provided that, ARES shall have the right to use such End User Information in processing the underlying transaction and for related recordkeeping. Except as provided for herein, ARES hereby agrees to hold all End User Information confidential and ARES shall hold harmless and indemnify Client from and against any claims related to any unauthorized disclosure of End User Information by ARES, its suppliers, vendors, providers, or agents. Each party shall be fully responsible for complying with the applicable Privacy Policy and T&Cs.

12. CONFIDENTIALITY. Each party hereby agrees to protect the other party's confidential information that comes into its, its agents, suppliers, vendors, or publishers, possession, from improper use and unauthorized disclosure to third parties, utilizing the same degree of care such party uses to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Each Party further agrees to use the confidential information only for the purposes authorized in this Agreement and to not disclose the same to any third party, other than for such purposes. Notwithstanding anything in this Agreement to the contrary, ARES may provide End User Information to the particular vendor, publisher, or Supplier of any product or service ordered by such End User and to any third party intermediary who requires such End User information to fulfill or otherwise process the transaction underlying such order, or to provide fraud analysis, billing, delivery, or storage services related to such transaction, provided such vendor, publisher or supplier otherwise holds End User Information confidential. ARES acknowledges that it shall be responsible for any unauthorized disclosure of End User information by its vendors, publishers, or suppliers. As used herein, "Confidential Information" means: (i) all information relating to either party's business including but not limited to any information relating to the Reservation Services, guest and Client information of either party (and their names, travel, membership and usage data, including all records and files pertaining thereto), booking information, transaction volumes, and marketing plans and strategies, methods and travel service provider relationships, product plans, product prices, employees, business opportunities or personnel; and (ii) all information disclosed (whether such disclosure is intentional or not) to or learned by a party, provided however, that Confidential Information will not include information which (a) is generally available in the public domain through no action or inaction of the receiving party; (b) was 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 prior to the time of disclosure; (c) is obtained by the receiving party from an independent third party that is under no obligation of confidentiality to a party regarding the information; (d) is independently developed by the receiving party without use of or reference to materials provided by the disclosing party; or (e) information that is subject to disclosure by the Virginia Freedom of Information Act. Client acknowledges
and agrees that ARES utilizes third-party technology providers and Suppliers and in many cases such Confidential Information will not be in the possession of ARES but will be transmitted directly to ARES' technology providers and Suppliers. ARES acknowledges that it will require its providers, suppliers, or agents to protect Client confidential information to the same extent as ARES and ARES shall be liable for any unauthorized disclosure by its providers, suppliers, or agents.

13. TERM. Unless terminated earlier in accordance with the provisions set forth in this Agreement, the term of this Agreement shall begin as of the Effective Date hereof and shall continue for a period of three (3) years. Upon expiration of such initial term, the term of this Agreement shall be automatically renewed for successive periods of one (1) year each, unless terminated by either party at least ninety (90) days before the end of such initial term or any successive renewal term thereafter.

14. TERMINATION. Notwithstanding any other term or provision of this Agreement to the contrary, ARES may terminate access to all or any portion of the Reservation Services immediately and without prior notice upon termination of any agreement between ARES and an ARES Supplier; provided that, ARES will first attempt to source an alternative Supplier before terminating the Reservation Service. Furthermore, except as specifically provided below, ARES may suspend or terminate this Agreement, or ARES may suspend or terminate access to all or any portion of the Reservation Services, immediately upon written notice to Client, in the event that: (a) Client has failed to implement the Reservation Services on the Web Pages by a date that is forty-five (45) days after receipt of the Private Label Website; (b) it is determined by ARES that ARES or the Reservation Services or Client or any Client Website infringes the intellectual property rights of any third party or violates any provision in Section 8 (Use of Intellectual Property), Section 9 (No Offensive Content or Conduct), Section 11 (End Users), or Section 12 (Confidentiality); (c) Client uses or permits the use of the Private Label Website, Retrieved Data, Databases, End User Information or Reservation Services for any improper or illegal purpose or any purpose not authorized by this Agreement; or (d) client promotes or utilizes competing reservation services marketed via Client's Websites.

15. MATERIAL BREACH. In addition to the above provisions authorizing termination, either party will have the right to terminate this Agreement after a material breach of this Agreement by the other party that has not been cured within thirty (30) days after the date that the breaching party received written notice from the other party of the breach. Client acknowledges and agrees that the Industry Standard Commission Rate is subject to change and that changes in the Industry Standard Commission rate will not be grounds for termination of any part of this Agreement by Client pursuant to this Section.

16. TERMINATION FOR CONVENIENCE. Client may terminate this Agreement at any time that Client determines that such termination is in the Client's best interest upon 15 days notice to ARES. After receipt of the termination notice, ARES shall immediately stop all services hereunder.

17. EFFECT OF TERMINATION. Except as provided below, following termination of this Agreement, ARES shall pay, within 15 days of Agreement termination, any outstanding Commissions earned and owed, but not yet paid, to Client, subject to and in accordance with Section 7 (Compensation) above and the additional terms and conditions of this Agreement; on reservations booked prior to effective termination date. In the event of Client's termination for convenience of this Agreement or failure to market the Reservation Services in accordance with the terms hereof, including as a result of Client's failure to place the Links prominently on Client's Websites, or in the event Client promotes or utilizes competing reservation services marketed via Client's Websites, or ARES terminates this Agreement as a result of any of the foregoing, ARES will be entitled to receive any outstanding Commissions earned and otherwise owed, but not yet paid, to Client on reservations booked prior to the effective termination.

18. REPRESENTATION AND WARRANTIES. Each party represents and warrants that it (i) has the right, power and authority to enter into this Agreement and to perform all of its respective obligations under this Agreement, (ii) that this Agreement constitutes a valid and legally binding obligation of the of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting or relating to the enforcement of creditors' rights generally, and general equitable principles, and (iii) that the performance of such obligations shall not conflict with or result in a breach of any agreement to which it is a party or is otherwise bound. Client further represents and warrants that it shall not make any representations or warranties to End Users about the Reservation Services, Retrieved Data, Databases, or Links, other than those expressly authorized by ARES in writing.

19. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, EACH PARTY MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS, ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EACH PARTY MAKES NO WARRANTY THAT THE

Exhibit F-3
Advanced Reservation Systems, Inc.
185-11 Page 3

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ARES Reservation Services Agreement

20. LIMITATION OF LIABILITIES AND RISK OF INTERNET USAGE. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE, SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST PROFITS, OR LOSS OF DATA OR USE, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF ANY PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTIONS 4, 11, AND 12, AND EXCEPT FOR PERSONAL INJURY OR DEATH IN NO EVENT SHALL THE AMOUNT OF DAMAGES PAYABLE BY EITHER PARTY FOR ANY BREACH OF THIS AGREEMENT OR ANY DAMAGE OR INJURY RESULTING FROM THE PROVISION OF THE RESERVATION SERVICES EXCEED THE LESSER OF (A) $50,000 OR (B) THE AMOUNT OF COMMISSIONS PAID TO ARES FROM ITS TRAVEL SUPPLIERS WITH RESPECT TO END USERS OF CLIENT’S WEBSITE(S) DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING ANY SUCH CLAIM.

21. COMPATIBILITY UPDATES. Client acknowledges and agrees that it shall be solely responsible (at its own expense) for determining whether its systems are compatible with the Private Label Website and Reservation Services, for providing all software necessary for use thereof and for all maintenance of its systems. ARES will make information necessary to determine the foregoing available to Client upon reasonable request.

22. MODIFICATION OF RESERVATION SERVICE PROGRAMS. ARES may add, delete or otherwise modify any of the Reservation Services upon written notice to Client. If any material modification is unacceptable to Client, Client may (a) refuse (if feasible or practicable, as reasonably determined by ARES) the portion of the Reservation Services affected by the modification, or (b) if refusal is not feasible or practicable, as reasonably determined by ARES, terminate this Agreement by notifying ARES in writing within ten (10) days after receipt of notice of such modification and no termination costs will be due ARES. In the event of a modification of any Reservation Service or the Private Label Website, as provided above or pursuant to the mutual written agreement of the parties as provided in Section 30 (Interpretation; Modification), which modification would require a critical change in Client’s Website, Client agrees to make such critical change within 30 days, or as soon thereafter as practicable, of receiving notice from ARES, and the failure to make such change in a timely manner shall be a material breach of this Agreement. Without limiting the foregoing, and by way of example, a material change would include changes required to be implemented by Private Label Website clients, such as changes in the particular type of reservation services offered.

23. FORCE MAJEURE. Neither ARES, nor Client will be liable for any delay or failure in performance under this Agreement due to any cause beyond its reasonable control, such as war, insurrection, terrorist attack, acts of nature, including storms, flood, fire, earthquake, power and energy shortages or rolling blackouts, or similar events.

24. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement and all matters or issues related to this Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia without application of principles of conflicts of laws. Each of the parties irrevocably and unconditionally agrees that any legal proceeding arising out of or relating to this Agreement shall be brought, and each party hereby irrevocably consents to the exclusive jurisdiction and venue of each such court in any proceeding.

25. ASSIGNMENT. Client may assign this Agreement without the prior written consent of ARES, provided Client first notifies ARES of any such assignment and Client’s assignee agrees to assume and be bound by all of the terms and conditions of this Agreement. ARES may assign this Agreement in connection with any sale of all or substantially all of the assets of ARES, or in connection with any merger, reverse merger, or sale of the outstanding capital stock of ARES, or any portion thereof, with the prior written consent of Client. Additionally, ARES may only assign this Agreement to a third party following receipt of Client’s prior written consent, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

26. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, then such provision shall be amended and construed to reflect the intentions of the parties to the extent allowed by applicable law, or deleted from this Agreement, and the other provisions shall remain in full force and effect. The failure of
either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision, unless such waiver is in writing and is executed by the party against whom such waiver is claimed.

27. NOTICES. Any notice required or permitted under this Agreement shall be given in writing and shall be delivered: (i) by hand delivery; (ii) by facsimile (with confirmation of receipt of successful transmission); (iii) by overnight express mail; or (iv) certified or registered U.S. mail (with postage paid and return receipt requested). Notices shall be effective, in the case of (a) hand delivery or facsimile transmission, upon receipt, (b) overnight express mail, on the next business day after timely delivery to a recognized overnight delivery service, and (c) U.S. mail, upon the third business day after deposit with the U.S. postal service. Notices shall be delivered to each party at its respective facsimile number or address specified in this Agreement, or at such other facsimile number or address as such party may specify by written notice to the other in accordance with the terms hereof.

28. THIRD PARTY BENEFICIARY. Client and ARES are independent contractors, and nothing in this Agreement shall be construed to create any joint venture, franchise, agency, partnership or any other relationship between Client and ARES other than that of independent contracting parties. ARES and Client agree that there is no third party beneficiary to this Agreement, including but not limited to, Suppliers or End Users.

29. ENTIRE AGREEMENT. This Agreement, together with the Exhibits hereto (incorporated herein by reference), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between the parties.

30. INTERPRETATION; MODIFICATION. The section headings in this Agreement are for convenience only and have no legal or contractual effect. This Agreement: (i) may be executed in any number of original or facsimile counterparts, each of which, when executed by both parties to this Agreement, shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument; and (ii) except as provided in Section 21 (Modification of Reservation Service Programs) may not be amended or modified unless such amendment or modification is in writing and signed by both parties.

31. INSURANCE REQUIREMENTS
ARES shall provide to the County Purchasing Agent a Certificate of Insurance indicating that ARES has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. ARES agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to the County. The minimum insurance coverage shall be:

a. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

b. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto; and evidence of the Additional Insured endorsement shall be typed on the certificate.

c. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage ARES shall notify the Purchasing Agent immediately upon ARES' notification from the insurer. Any policy on which ARES has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract by the County.
d. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or ARES must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of ARES’ receipt of final payment.

E. Contract Identification - The insurance certificate shall state this Contract’s number and title.

ARES must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if ARES has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing ARES from any liability or obligation imposed upon ARES by the provisions of this Contract.

ARES shall be responsible for the work performed under the Contract and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. ARES assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

ARES shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, ARES may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that ARES can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. ARES must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

32. PROJECT OFFICER
The performance of ARES is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of ARES to manage the details of the execution and performance of its work pursuant to the Contract.

33. NON-APPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by ARES on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

34. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to ARES by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and expense.
35. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Virginia Code, ARES acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

36. INDEMNIFICATION
ARES covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County") for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with ARES's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of its work called for by the Contract. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, ARES fails or refuses to fulfill its obligations contained in this section, ARES shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. ARES shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to ARES under this Contract.

37. INTELLECTUAL PROPERTY INDEMNIFICATION
ARES warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

ARES further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If ARES, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, ARES fails or refuses to fulfill its obligations contained in this section, ARES shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. ARES shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to ARES under this Contract.

38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

39. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. ARES shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

40. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.
41. NO WAIVER OF SOVEREIGN IMMUNITY
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

42. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

43. ACCESSIBILITY OF WEB SITE
If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other third party websites, ARES shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: http://www.ada.gov/websites2.htm

44. COUNTY TRANSIENT OCCUPANCY TAXES
ARES shall at all times comply with the provisions of the Arlington County Transient Occupancy Tax (TOT) Ordinance (see Exhibit G), including any future amendments to said TOT Ordinance. Should ARES not be the party remitting TOT to the County, ARES will ensure that the proper amount of tax is collected and remitted to the accommodation provider for remission to the County. Should the TOT Ordinance require remission by booking agencies in the future, ARES will abide by the requirements of said TOT Ordinance.
Exhibit G
Arlington County Transient Occupancy Tax (TOT) Ordinance

Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

(a) County manager shall mean the County manager of Arlington County, Virginia, or any of his duly authorized deputies or agents.

(b) Hotel shall mean any public or private hotel, inn, apartment hotel, hostelry, tourist home or house, motel, rooming house or other lodging place within Arlington County offering lodging for four (4) or more persons at any one time, and the owner and operator thereof, who for compensation, furnishes lodging to any transients as hereinafter defined.

(c) Room rental shall mean the total charge made by any such hotel for lodging and/or space furnished any such transient. If the charge made by such hotel to such transient includes any charge for services or accommodations in addition to that of lodging, and/or the use of space, then such portion of the total charge as represents only room and/or space rental shall be distinctly set out and billed to such transient by such hotel as a separate item.

(d) Transient shall mean any natural person or individual who for any period of fewer than thirty (30) consecutive days occupies a lodging room in any hotel for which occupancy a charge is made whether such charge is paid by the occupant or by another. Transient shall also mean any natural person or individual who rents a meeting, banquet, or other hotel space for purposes other than lodging for any period of fewer than thirty (30) consecutive days. Contracting and paying for the occupancy of a lodging room or rooms for thirty (30) consecutive days or more, when the lodging room or rooms are occupied by different individuals or by different groups of individuals for fewer than thirty (30) consecutive days constitutes transient occupancy or use of the rooms and is subject to the tax provided by this chapter.

(7-1-70; 6-4-77; Ord. No. 91-38, 10-26-91; Ord. No. 91-42, 12-7-91; Ord. No. 92-9, 4-4-92; Ord. No. 92-22, 5-16-92)

Levy and rate.

In addition to all other taxes of every kind now or hereafter imposed by law, there is hereby imposed and levied on each and every transient a tax equivalent to five and one-quarter (5 1/4) percent of the total amount paid for room rental by or for any such transient to any hotel.

The difference between the receipts from a tax of five and one-quarter (5 1/4) and five (5) percent of the total amount paid for room rentals taxed under the previous paragraph shall be designated and spent for the purpose of promotion of tourism and business travel in Arlington County in addition to the amount budgeted by the county in fiscal year 1990 for the promotion of tourism and business travel.

(7-1-70; 6-4-77; Ord. No. 91-9, 5-15-91)

Exceptions.

No tax shall be payable hereunder on room rental paid to any hospital, medical clinic, convalescent home or home for the aged.

(7-1-70)

Collection.

Every person receiving any payment for room rental with respect to which a tax is levied under this chapter shall collect the amount of tax hereby imposed from the transient on whom the same is levied or from the person paying for such room rental, at the time payment for such room rental is made.

(7-1-70)

Reports.
The person collecting any such tax shall make out a report upon such forms and setting forth such information as the County manager may prescribe and require, showing the amount of room rental charges collected, and the tax required to be collected, and shall sign and deliver the same to the County manager with a remittance of said tax.

Said reports and remittances shall be made on or before the twentieth day of the month following each month and covering the amount of tax collected during the preceding month. The first report must be filed not later than October 20, 1970.

(7-1-70; 10-3-70)

Interest and penalties.
If any person shall fail or refuse to remit to the County manager the tax required to be collected and paid under this chapter within the time and in the amount specified in this chapter, there shall be added to such tax by the County manager a penalty of five (5) percent. Interest shall accrue on taxes that remain due and delinquent for a period of one month from the date same are due and payable, prior to June 30, 1999, at the rate of one-half (1/2) percent per month, up to June 30, 1999; and as prescribed in section 27-3 thereafter. Interest on taxes due and payable after July 1, 1999, shall accrue as prescribed in section 27-3.

(7-1-70; Ord. No. 99-16, 7-10-99; Ord. No. 99-19, 8-14-99)

Determination of tax due by County Manager.
If any person required to collect and remit the tax imposed by this chapter fails to file a statement and a remittance, or if the County manager has reasonable cause to believe that an erroneous statement has been filed, the County manager may proceed to determine the amount due to the County and in connection therewith shall make such investigations and take such testimony and other evidence as may be necessary; provided, however, that notice and opportunity to be heard be given any person who may become liable for the amount owing prior to any determination by the County manager.

(7-1-70)

Cessation of business; report and tax due immediately.
Whenever any person required to collect and pay to the County a tax under section 40-2 of this chapter, shall quit or otherwise dispose of his business, any tax under the provisions of this chapter shall become immediately due, and such person shall immediately make a report and pay the tax due.

(7-1-70)

County manager, other powers and duties.
It shall be the duty of the County manager to ascertain the name of every person operating a hotel in the County, liable for the collection of the tax levied by section 40-2 of this chapter. The County manager shall have the power to adopt rules and regulations not inconsistent with the provisions of this chapter for the purpose of carrying out and enforcing the payment, collection and remittance of the tax herein levied; and a copy of such rules and regulations shall be on file and available for public examination in the County manager's office. Failure or refusal to comply with any rules and regulations promulgated under this section shall be deemed a violation of this chapter.

(7-1-70)

Penalty.
Any person violating or failing to comply with any of the provisions of this chapter shall, upon conviction thereof, be fined not more than three hundred dollars ($300.00), or may be imprisoned for a period not exceeding thirty (30) days, or by both such fine and imprisonment. Each such violation or failure shall constitute a separate offense. Such conviction shall not relieve any such person from the payment, collection or remittance of such tax, penalties and interests, as provided in this chapter.