



## PREFERRED PROVIDER AGREEMENT

### *Preferred Hotels & Resorts Collection*

This Preferred Provider Agreement is entered into by and between CONFERENCE DIRECT LLC, a California Limited Liability Company (“ConferenceDirect”) and Hotel effective this \_\_\_ day of \_\_\_, 2023

Under the terms of this agreement, ConferenceDirect and (Hotel) agree to the following:

1. ConferenceDirect will immediately enroll (Hotel) in the preferred provider program for an annual administrative fee, currently \$700, subject to change with written notice. ConferenceDirect will bill the hotel for this fee on each anniversary of this agreement.
2. ConferenceDirect’s independent contractor’s sales force will work to develop leads from among and beyond its current customer contact list of groups and organizations that desire to conduct conventions or conferences in market places or locations where (Hotel) operates appropriate facilities. A *lead* is defined as information on a new event or a new prospective group or organization that (Hotel) has not already received from another source and has a minimum of 10 guest rooms on peak. (If (Hotel) is in receipt of and working a lead prior to ConferenceDirect’s involvement, ConferenceDirect will not be paid a commission unless the parties agree in writing.)
3. (Hotel) agrees to make every effort to respond to each ConferenceDirect lead within 48 hours, so that we respond to meeting/event planner as quickly as possible—thereby increasing the chances of booking the event with (Hotel).
4. Hotel acknowledges that RFPs may be copied to Preferred Hotels & Resorts National Sales Representatives to assist in the sourcing and contracting process.
5. Hotel acknowledges and affirms that by CD sourcing leads through Preferred Hotels & Resorts will not result in customer paying a higher room rate vs customer going direct to hotel.
6. At the time a group or organization completes its booking, HOTEL will pay ConferenceDirect a commission of five percent (5%) on the hotel contracted guest room revenue up to \$15,000 per booking from the booking, including meetings, incentives, conferences, and conventions that result from leads generated by ConferenceDirect under this program. Such payment shall apply to booking occurring within eighteen months. The balance of the commission will be paid to ConferenceDirect within 45 days of departure of group regardless of Master Bill is paid. Should the Master Bill not be paid within 180 days of departure date, ConferenceDirect shall repay the commission back to Hotel until the Master Bill is paid in full (Not included as part of the Master Bill is Performance damages due). Payments should be made to ConferenceDirect at the following address: **ConferenceDirect LLC / 193 Blue Ravine Road, Suite 190, Folsom, CA 95630 / Attention: Accounts Receivable.**
7. Cancellations: Should a definite group which occurred as a result of a lead from ConferenceDirect cancel its hotel contract, ConferenceDirect will receive 10% of the collected cancellation fee (rooms revenue only). Such fees will be paid within 30 days of receipt of cancellation fees. In the event that HOTEL does not receive any cancellation fees or damages, ConferenceDirect will fully refund any advanced commission amounts paid to it within 30 days of receipt of invoice from hotel.
8. All advance payments are due to ConferenceDirect within 14 days of the latter of the customer’s signature of the hotel contract or the date on which it becomes definite.
9. For all of the circumstances described in Section 2 herein, (Hotel) agrees to compensate ConferenceDirect for all group bookings referred by ConferenceDirect including those which may be in negotiation at the time of termination of this agreement, and those which have already concluded or are scheduled to take place after the termination of this agreement in accordance with the terms described above.
10. Site Inspections: ConferenceDirect asks that (Hotel) to extend complimentary or discounted rates to ConferenceDirect associates conducting business travel or leisure.
11. Multiple Commissions: In no event will ConferenceDirect commissions be transferable to another entity.
12. Disclosure: ConferenceDirect will disclose all commissions prepaid to ConferenceDirect to the customer. We ask that the following language be inserted in each contract you execute between our customers and HOTEL: “Hotel agrees to pay ConferenceDirect no less than ten percent (10%) commission on each revenue room occupied in connection with this booking. This commission is due within 45 days after the group departure date regardless of Master Bill has been paid.” Commissions are payable to **ConferenceDirect LLC / 193 Blue Ravine Road, Suite 190, Folsom, CA 95630 / Attention: Accounts Receivable.**”

13. Arbitration: This agreement shall be governed by the laws of the State of Georgia. Any dispute under this agreement shall be resolved exclusively through arbitration under the rules of the American Arbitration Association.
14. Attorney Fees: In the event that any dispute under the terms of this Agreement is resolved through arbitration proceedings, the prevailing party in those proceedings, as determined by the arbitrator, shall be entitled to recover its reasonable attorneys' fees, costs, and expenses.
15. This agreement will be in effect for a period of five years. Either party may cancel agreement with a notice of 260 days. Agreement will renew automatically on the fifth anniversary of the signing of the agreement unless cancelled by either party.
16. Hotel guarantees ConferenceDirect a commission of no less than ten percent (10%) of all commissionable room revenue, whether inside or outside the contracted room block including addenda, from your Hotel for all leads/RFPs and/or confirmed bookings received by Hotel from ConferenceDirect for the life of this agreement. Should Hotel terminate agreement prior to December 31, 2023 this guarantee will continue through December 31, 2023.

*ConferenceDirect is committed to combating commercial sexual exploitation of children, as a socially responsible company, The Company stands firm in our resolve to create awareness of sex trafficking of children by utilizing our professional resources in the travel and tourism industry. We ask our business partners to do the same.*

*ConferenceDirect is committed to sustainability. Utilizing the 17 Sustainable Development Goals established by the United Nations in 2015 ConferenceDirect supports our customers with their meetings and events to create peace and prosperity for people and the planet, now and into the future.*

Agreed to by:  
ConferenceDirect LLC

Agreed to by:  
(Hotel)

Name \_\_\_\_\_  
J.J. Wills  
SVP, Marketing Programs &  
Business Development

Name \_\_\_\_\_  
Name, Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Hotel Name: \_\_\_\_\_

Hotel Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Check here if same as above

Billing Contact Phone: \_\_\_\_\_

Billing Contact Email: \_\_\_\_\_