



Membership Agreement

The following Terms and Conditions (7/27/2010) apply to you (the "Member") as the owner or authorized representative of a hotel, motel, resort or other lodging facility designated by you ("Hotel") participating in Green Key Global's ("GKG") Green Key Eco-Rating Program (the "Program") which shall be implemented at the Hotel. GKG reserves the right to change these Terms and Conditions at any time without prior notice by posting changed Terms and Conditions on the website, and you are advised to review the website regularly for any changes. By registering for the Program and accessing member material you are bound by these Terms and Conditions as may be changed from time to time.

1. Program Benefits. The Member agrees to implement the Program at the Hotel in accordance with the following guidelines:

1.1 Self-Assessment and Rating. The self-assessment is housed on the Program website ("Website"). The Member shall, upon accessing the Website, provide complete and correct Hotel contact information and truthfully answer all self-assessment questions. The Website will then calculate and provide the Green Key Rating for the Hotel via email. Thereafter the participation of the Hotel in the Program may be marketed, provided that the correct Green Key Rating is disclosed for the Hotel and all other Terms and Conditions complied with.

A Member may take their on-line self assessment once per year upon GKG's receipt of the Member's annual fees. Members requesting access to additional self-assessments within a one-year period may be charged an administrative fee.

1.2 Property Report. The Member shall, upon successful completion of the self-assessment, receive a Property Performance Report specific to the Hotel. The Property Performance Report provides the Member with highlights of the Hotel's accomplishments as well as outlining recommendations for improvements.

1.3 Green Key Eco-Rating Plaque. A Green Key Plaque will be provided to the Member for the Facility and will be valid for one year. When the Member renews its membership each year the Facility will be provided with a decal or icon for the plaque indicating that its status is current.

1.4 Green Key Eco-Rating Program Name. The Member will identify the Program by its full name at least once in each marketing piece that mentions Green Key; otherwise, the Program may be referred to as **Green Key or Green Key Program**. Use of the Website address www.greenkeyglobal.com is optional in print and video material.

1.5 Green Key Eco-Rating Program Logos.

(a) Upon completion of the online self-assessment, the Member will be provided with Program logo files indicating the key rating achieved by the Hotel. Any revisions, new materials and new design specifications will be made available to the Member as they occur.

(b) Logos may be used in a variety of ways – on the Hotel website, the guest room directory, in-room signage, the in-room video channel (if applicable), advertisements handouts/pamphlets at the front desk/lobby, or pursuant to any other standard marketing. Complete **Branding Guidelines** are available to Members on the Website.

(c) Logos must be used solely to promote the efforts and assigned rating of the Hotel owned or represented by the Member. Other than web/advertising designers hired to do work for the Member, the Member will not forward the logos on to anyone without prior written permission from GKG.

(d) Logos on a website must always be an active link to the Program home page at <http://www.greenkeyglobal.com>.

(e) Logos will not be changed, or have their appearance altered in any way, without the prior written permission of GKG. No other name or trademark may be used in connection with the Program.

(f) Logos will not be used by Members in any other way than as expressly permitted by this Agreement. Any other use will be treated as a breach of this Agreement unless specific written approval is obtained from the GKG in advance.

(g) Complete Branding Guidelines are available to Members on the Website or by contacting the Program Administrators. The Member shall abide by the Branding Guidelines with respect to logo size, placement, colours, textual and online references, etc.

1.6 Facility Inspections. Each Hotel enrolled in the Program is subject to an on-site verification inspection at any time while participating in the Program to verify that the answers provided by the Member regarding the Hotel on the self assessment were accurate and that it's Green Key Rating is accurate. Each Hotel will be given a minimum of one (1) week notice of any on-site inspection.

An established percentage of Green Key member properties will be inspected annually.

Effective January 1, 2010, GKG will conduct on-site verification inspections, during the subsequent 12-month period, of approximately 20% of all hotels as of January 1st of that year. However, the number of hotels inspected will be recalibrated every six months based on the increase in the number of hotels enrolled during the prior six-month period.

If, based on the results of the on-site verification inspection, it is determined the Hotel's Green Key Rating should have been lower, then the membership, as it relates to the Hotel, may at GKG's option be temporarily suspended for a minimum of six months and the Hotel will be removed from the Green Key website and all related and affiliated websites. The Member must remove all references to the Program from the Facility's website or the website of the Hotel's affiliates with, in-room signage, on-site

signage, video channels, general signage, advertisements, business cards, promotional literature, etc.

The Member may cause the Hotel to rejoin the Program after the six-month period if the Member accurately completes the on-line self-assessment on the Hotel. However, before the Hotel is granted its new rating the Member must, in addition to paying the then current annual membership fee, pay in advance the sum of \$2,000 for an on-site verification inspection based on the recently completed self assessment of the Hotel prior to being reinstated into the Program. If the Member elects not to continue in the Green Key Program then the Member agrees to follow the provisions of Section 5.5.

2. Intellectual Property. As between Member and GKG, all Program research, Website, design, materials (online and otherwise), certificate, logos, trademarks and all related intellectual property are and shall remain the property of GKG.

3. Membership Fee. The Member shall pay initial registration fees on-line through the Website, via a major credit card unless a company has paid for multiple Facilities. . Annual renewal fees will be invoiced to the Member who may renew by providing GKG with payment (offline) via check or credit card.

All Membership fees are nonrefundable, except that, in the case of a termination pursuant to Section 5.4, GKG will refund a portion of the membership fee pro rata based on the portion of the membership year which has elapsed. Fees are subject to change and Members will be notified of any such changes.

4. Liabilities.

(a) Member hereby indemnifies and defends GKG and its employees, agents and affiliates from any and all liabilities, claims, losses and damages, including legal fees, relating to the business or operations of the Member or the Facility.

(b) GKG shall not be liable for any consequential or indirect damages in connection with the Program. In addition, GKG's total liability in connection with the Program in any Membership year shall in no event exceed an amount equal to the Membership Fee paid to GKG by Member hereunder for that year with respect to the Facility.

(c) It is important to note the Program is a voluntary, self-administered audit designed to assist a Member in determining its Hotel's current environmental footprint with respect only to its basic day to day operations. How a Member chooses to use the information and recommendations presented in the post-audit report is left to its discretion. GKG makes no warranties as to the accuracy of any Member's self-assessment or any Member's use or non-use of such information and recommendations.

5. Term and Termination.

5.1 Term. Once the membership fee has been paid and the on-line audit of the Hotel is complete, a Member shall be entitled to membership in the Program for the Hotel for a one-year period.

5.2 Termination by Member. The Member may terminate this Agreement at any time as it relates to the Hotel, by providing (30) days written notice of termination. The annual membership fee will not be returned in whole or in part upon termination of this Agreement by the Member.

5.3 Termination by GKG. GKG may terminate the Membership and this Agreement as it relates to the Hotel, by providing (30) days written notice of termination, if

the Member violates any of the terms of any Program agreement to which Member is a party.

5.4 Termination upon Third Party Claim. If the Member receives notice of any third party claim of trademark or copyright infringement or other similar litigation regarding GKG or the Program, the Member must give notice to GKG of such action within five (5) days after receipt of such notice. GKG, at its sole option, upon the occurrence of any such claim, may, but is not required to, terminate the Membership and this Agreement. Whether or not the Membership is terminated, GKG retains the right to control the defense of each such claim.

5.5 Responsibilities upon Termination. Upon termination of the Member's membership in the Program, GKG will remove the Hotel from all Program related distribution lists, remove the Hotel's listing from the GKG Website, remove the Hotel's listing and/or rating from any listing affiliates, and will disable the Member's username and password, and the Member shall, within ten (10) days of the termination date:

(a) remove all references to the Program from its website or the website of any affiliated company, in-room directory, in-room signage, on-site signage, video channels, general signage, advertisements, business cards, promotional literature, and otherwise, as to the Hotel (including removal of the plaque issued to the Hotel either by returning it to GKG or by destroying it);

(b) remove all references to the Program as it relates to the Hotel from any listings in which it participates, such as provincial/municipal accommodation guides, car rental sites, etc.; and

(c) Immediately stop referring to the Hotel as being a participant in the Program and stop using any item referred to above in Section 2.

6. Severability. The provisions of this Agreement are severable and the invalidity of any provision shall not affect the validity of any other provision.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of Ontario regardless of any application of principles regarding conflicts of laws.

8. Jurisdiction. The Member hereby irrevocably consents to the exclusive jurisdiction of the courts of Ontario and agrees not to bring any action in connection with the Program in any other jurisdiction.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective successors and permitted assigns.

10. Assignment. Membership in the Program and benefits thereunder are not assignable. Member agrees that it will use its membership only at the identified Hotel.