



Membership Agreement

The following Terms and Conditions (last updated: 5/20/09) apply to you (the "Member") as the owner or authorized representative of a hotel, motel, resort or other lodging facility designated by you ("Facility") participating in the Hotel Association of Canada ("HAC") Green Key Eco-Rating Program (the "Program") which shall be implemented at the Facility. HAC 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 Facility in accordance with the following guidelines:

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

1.2 Property Report. The Member shall, upon successful completion of the audit, receive a Property Report specific to the Facility. The Property Report provides the Member with highlights of the Facility's accomplishments as well as outlining recommendations for improvements. Any time a Member chooses to redo the Facility's audit, a new Property Report will be provided upon completion.

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; 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 audit, the Member will be provided with Program logo files indicating the key rating achieved by the Facility. 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 Facility 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 Facility 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 HAC.

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

Prior to January 1, 2010, the Program will conduct on a random basis a select number of inspections of participating lodging facilities.

Effective January 1, 2010, the Program will conduct on a random basis an inspection, during the subsequent 12-month period, of approximately 20% of all lodging facilities as of January 1st of that year. However, the number of lodging facilities inspected will be recalibrated every six months based on the increase in the number of lodging facilities enrolled during the prior six-month period.

If, based on the results of the inspection, it is determined the Facility's Green Key Rating should have been lower, then the membership, as it relates to the Facility, may at HAC's option be temporarily suspended and the Facility 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 Facility's affiliates with, in-room signage, on-site signage, video channels, general signage, advertisements, business cards, promotional literature, etc. Once the Facility has completed the necessary steps required to meet the rating it claims to be, the Member must pay in advance the sum of \$1,000 for an on-site inspection of the Facility prior to being reinstated into the Program. The Member will be granted a maximum of 6 months in which to complete the steps required to meet its stated rating. At the end of this period, HAC reserves the right to terminate the membership if the Member has not complied.

If the Member elects not to make the revisions necessary to meet their claimed rating, the Member may voluntarily accept a reduced rating which more accurately reflects its Facility's efforts. HAC will adjust the Facility's rating on the Green Key website and all related and affiliated websites. The Member must adjust all references to the Program on the Facility's website or the website of the Facility's affiliates with, in-room signage, on-site signage, video channels, general signage, advertisements, business cards, promotional literature, etc.

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

3. Membership Fee. The basic fee for membership is \$350 per Facility per year. For a company signing up ten or more Facilities, the membership fee is \$300 per Facility per year. The Member shall pay all membership fees on-line through the Website, via a major credit card unless a company has paid for multiple Facilities by cheque. All Membership fees are nonrefundable, except that, in the case of a termination pursuant to Section 5.4, HAC 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 HAC 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) HAC shall not be liable for any consequential or indirect damages in connection with the Program. In addition, HAC'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 HAC 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 Facility'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. HAC 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 Facility is complete, a Member shall be entitled to membership in the Program for the Facility for a one-year period.

5.2 Termination by Member. The Member may terminate this Agreement at any time as it relates to the Facility, 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 HAC. HAC may terminate the Membership and this Agreement as it relates to the Facility, 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 HAC or the Program, the Member must give notice to HAC of such action within five (5) days after receipt of such notice. HAC, 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, HAC 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, HAC will remove the Facility from all Program related distribution lists, remove the Facility's listing from the Website, 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 Facility (including removal of the plaque issued to the Facility either by returning it to HAC or by destroying it);

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

(c) immediately stop referring to the Facility 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 Facility.

