

Buy-One-Night-Get-One-Night-Free



**AMERICAN
HISTORIC
INNS**
INCORPORATED

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INSTRUCTIONS:

1. Fill out Rider A to be eligible for our Buy-One-Night-Get-One-Night-Free Promotions.
2. All participants must initial Rider B.

This Participation Agreement ("Agreement") is entered into by and between AMERICAN HISTORIC INNS, INC. ("AHI") at PO Box 669, Dana Point, California, 92629 and:

(Individual or Company Name of Participant)

("Participant") by me, its managing officer or proprietor:

(Name of Establishment)

(Name of Person Signing This Agreement — PRINT)

(Address)

(Title, i.e., President, Proprietor, Etc.)
and is based on the recitals on reverse.

(City, State, ZIP Code)

Rider A Buy-One-Night-Get-One-Night-Free Certificate Promotions

Period when certificates will be honored:

- Anytime, subject to availability
- Anytime, November-March, subject to availability
- Other (Specify periods *from-to* and *days of the week*. Example: May-August, Sunday-Thursday; Sept. 4-April 30, subject to availability. Years are not applicable.): _____

- (optional) I agree not to participate in any national Buy-One-Night-Get-One-Night-Free program not offered through American Historic Inns, Inc.
- I will offer room upgrade if available.

Rider B Term of Participation

Initial

Join more than 1,500 inns already in the Promotional Inn Network.

This Agreement shall have an initial term of one (1) year from date of signature by AHI, and shall automatically renew for subsequent additional terms of one (1) year unless I or AHI give written notice of termination no less than 90 days prior to the expiration of any given one-year term. I understand that my inn will not be reimbursed for any free nights or discounts.

Application for Participation

I, the undersigned, an authorized representative or owner of the establishment named above and on its behalf, apply for participation in the promotional programs of American Historic Inns, Inc. ("AHI") as described more fully in the Participation Agreement on reverse, and offer to enter into the Participation Agreement. AHI may accept or reject my application in its sole discretion, and no contract is formed unless and until the application is accepted by AHI at its offices in County of Orange, State of California.

Agreed and confirmed:

PARTICIPANT

AHI

By: (Print Name) _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

American Historic Inns, Inc.
Buy-One-Night-Get-One-Night-Free

Participation Agreement

- A. AHI will produce national and regional books, booklets and/or other materials listing participating Bed & Breakfasts and Country Inns ("the Books") to be used in connection with (i) various national or regional advertising and promotional campaigns by sponsoring companies ("Sponsor(s)") and/or (ii) other goods and services offered by AHI to consumers in its ordinary course of business as such opportunities may arise. All of the foregoing activities are referred to in this Agreement as "Promotion(s)."
- B. As part of the Promotion(s), AHI may, in its sole option, make available to consumers and others ("Guests") various Certificates, or other materials that entitle Guests to free second night lodging at participating Bed & Breakfasts and Country Inns and Resorts ("Inns") on specified terms.
- C. I, on behalf of my establishment, desire to participate in the Promotion(s) in order to promote my business to the public. From hereon in this document I and my establishment listed above will be referred to as "Participant" and any reference to "I", "me", "my" or "mine" in this Agreement is the same as a reference to Participant.

NOW, THEREFORE, AHI and Participant agree as follows:

1. In consideration of the mutual promises set forth in this Agreement, and as an inducement to AHI to include me in the Promotion(s), I agree to honor any and all Certificates, or other materials issued by AHI and/or the Sponsor(s) and presented by Guests during the term of this Agreement.
2. This Agreement shall have an initial term of one (1) year from the date of signature by AHI, and shall automatically renew for subsequent additional terms of one (1) year unless I or AHI give written notice of termination no less than 90 days prior to the expiration of any given one-year term.
3. If I am included in any specific Promotion(s) which commence during the term of this Agreement, then I agree to honor all terms and conditions of such Promotion(s) for the full duration of such Promotion(s) even if this Agreement is otherwise terminated.
4. The terms and conditions that apply to specific Promotion(s) shall be specified by AHI in written notice(s) to be provided to me from time to time during the term of this Agreement. Such notices are deemed to be Riders to this Agreement, and I generally agree to honor and comply with all such terms and conditions. Without limiting the foregoing, the current Promotion(s) to which this Agreement applies are set forth in the following Rider(s): **A, and B.**
5. The following terms and conditions generally apply to ALL Promotion(s) during the term of this Agreement:
 - 5.1 I agree that payment for the first night of accommodations by Guest, if such paid accommodations are required under the terms of any Promotion(s), may be made by cash, check, or any credit card regularly honored by me.
 - 5.2 I agree that Guests who present a Certificate, or other materials issued by AHI shall be entitled to the use of all guest amenities and facilities, and shall receive the same room rates, meals, food and beverage services, and other benefits as offered to other guests in the regular course of business at the time of presentation.
 - 5.3 I agree to honor Certificates, or other materials issued by AHI in accordance with the term of this Agreement and its Riders during the MONTHS and DAYS-OF-THE-WEEKS AS SPECIFIED IN THE RIDERS.
 - 5.4 I understand and agree that holidays are excluded, and that all offers are subject to availability and advance reservation.
6. I hereby authorize AHI to use my name, logo, trademark, promotional materials, photographs, drawings, or other depictions and descriptions of my property and facilities ("Participant's Materials") in connection with the Promotion(s), and agree to provide Participant's Materials to AHI upon request.
7. I agree to provide all necessary information and materials requested by AHI in connection with the Promotion(s), including any preferred times for participation, and similar matter. I acknowledge that AHI and/or the Sponsor(s) shall have no responsibility or liability for erroneous information provided by me. Any restrictions or limitation on my participation in any specific Promotion(s) must be set forth in writing in Riders A, and B.
8. In consideration of the mutual promises set forth in this Agreement, and upon approval of my Application and execution of this Agreement by AHI, AHI agrees (i) to include me in the Promotion(s) in such place and manner as AHI deems appropriate, all in AHI's sole discretion, and (ii) to prepare and produce books, booklets, and/or other materials in connection with the Promotion(s).
9. I have read and understood this Agreement and the Additional Terms and Conditions set forth below, and the attached Rider(s), if any, and acknowledge and agree that all of these are incorporated by reference in this Agreement.

ADDITIONAL TERMS AND CONDITIONS

Indemnity: Participant agrees to release, indemnify, defend and hold harmless AHI and the Sponsor(s), and their respective officers, shareholders, employees, proprietors, contractors, and representatives, from and against any and all claims, demands, liabilities, suits or judgments arising out of or in any way relating to any aspect of the Promotion(s), including but not limited to (i) any death of or injury, damage or loss to Guests, their family members or invitees, or their property; and/or (ii) any loss, injury, or damage to Participant or Participant's property, employees or agents, or to any other person or property; and/or (iii) copyright or trademark infringement or any other claim arising from use of Participant's Materials; and/or (iv) any conduct of Participant and/or Participant's agents, employees or representatives.

Warranties and Representations: Participant warrants and represents that (i) it is authorized or legally entitled to offer its premises for use as guest accommodations (ii) such premises will be clean and safe; (iii) such premises shall be provided with electricity, heat and plumbing, and all such utilities (and other fixtures and appliances) will be in good working order; and (iv) Participant maintains in effect at all times liability and casualty insurance.

Binding on Successors: If during the term of this Agreement or the Promotion, or any extension thereof, Participant shall sell the business, or substantially all of the assets of the business, Participant shall, as a condition of such sale, notify and require the purchaser thereof to assume Participant's obligations under this Agreement. Since it is impossible to revoke Certificates, or other promotional materials once they have been prepared and placed into distribution, Participant understands that failure to honor such materials and/or failure to cause this Agreement to be assumed by a successor will cause irreparable harm to AHI and the Sponsor(s), and therefore AHI and Sponsor(s) shall be entitled to injunctive relief, including specific performance to this Agreement. The prevailing party in any action arising from this Agreement shall be entitled to recover attorney's fees, costs and expenses.

Use of Participant's Materials: Participant acknowledges and agrees that AHI and/or Sponsor(s) may publish and generally use Participant's Materials in any and all materials related to the Promotion(s), including but not limited to the Books, and art, publications, advertising, and media of all kinds ("Promotion Materials"), and the copyright in all of Promotion Materials shall be owned by AHI and/or the Sponsor(s). Participant acknowledges and agrees that Participant's Materials may be altered, colored, modified, or used in conjunction with other materials in any manner in the sole discretion of AHI. Participant waives any right to inspect or approve such materials or the use to which such materials are put by AHI and/or Sponsor(s), and generally releases AHI, the Sponsor(s) and their respective officers, directors, employees, agents, and representatives from any liability of any kind for such use.

No Agency or Other Relationship: The parties acknowledge and agree that each has entered into this Agreement as an independently contracting party in an arm's length transaction, and no agency, partnership, joint venture or other relationship is created by this Agreement. Participant further acknowledges and agrees that AHI and Sponsor(s) have no control of Participant or Participant's business, including but not limited to the condition of the accommodations to be provided by Participant to Guests.

Entire Agreement: This Agreement, including the recitals, terms and conditions set forth here, on the reverse, and in the attached Rider(s), if any, constitute the entire agreement of the parties, and no representations, warranties, covenants or promises of any kind have been made by either party to the other party except as expressly set forth herein.