

# LodgingForce.com Service Agreement

Service Agreement Date: \_\_\_\_\_

## Customer Information:

Unit Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Unit Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Unique Unit URL: \_\_\_\_\_

(e.g. a unique abbreviation specific to your unit such as 123fss that will be memorable for travelers in your unit)

## Provider Information:

**Wittmania Marketing, a Nebraska Corporation**

**8430 Pinehill Lane**

**Lincoln, NE 68526**

## Summary of Service Agreement

The above named Customer has engaged Wittmania Marketing, Inc. (“Provider”) as an independent contractor for the specific purpose of providing access to the LodgingForce.com online lodging management system (“System”), developed by and otherwise maintained by the Provider.

## Subscription Terms

The Customer will be granted access and full use of the System on an annual basis, calculated as a 365 day term commencing upon receipt of payment from the Customer to the Provider. The subscription will be pre-paid at the beginning of the term and is non-refundable and non-transferrable.

## Content Ownership and Intellectual Property

Initial: \_\_\_\_\_

All information provided by the Customer remains the property and responsibility of the Customer. As an independent service provider, the Provider will retain ownership of all database and dynamic programming information, including but not limited to PHP, HTML, JavaScript, and database code. Furthermore, the Customer is prohibited from granting site administration access to any third party or any other party that may use it for any purpose other than lodging management for their specific unit.

### **Warrantability And Consequential Damages**

**The developer does not warrant the System as merchantable or fit for any particular purpose and the System is provided as is and with all faults. There are no express or implied warranties made by the Developer. The Developer hereby expressly disclaims any responsibility for any consequential damages the Customer may suffer as a result of any malfunctioning of or defects in the System, including any consequential damages including, but not limited to, lost profits, lost goodwill, loss of future business, loss of service, or any other commercial, military, or economic damages. Furthermore, the Provider is not responsible for any liability which may arise due to content contained within the System. This includes, but is not limited to, copyright or trademark infringement, plagiarism, inappropriate or offensive content, or privacy violations.**

### **Third-Party Modifications**

The System will be built in such a way as to allow the Customer to add, edit, modify, and/or delete certain site content related to hotels, personnel, lodging reservations, etc. The Provider is not responsible for any changes made by the Customer, including those that may have a negative impact on the performance, appearance, or availability of the System.

### **Support and Ongoing Maintenance**

The Provider will provide hosting services for the System. The Provider will also provide regular updates and improvements to the System that will be made immediately available to the Customer upon release.

The Provider will provide technical support to all users via the support website located at <http://support.lodgingforce.com>. No direct phone or email support will be provided. It is also expected that the Customer's primary point of contact will serve as the direct support provider for personnel in terms of training, user management and sign up, and any other matters related to managing the unit's user group.

### **Payment Terms**

The Customer will pay the Provider **\$3,000 as the annual rate**. This entire amount is due and payable at the time this Service Agreement is executed. The Customer will receive a renewal notice no less than 14 days before the subscription expires. The subscription will renew at the full annual rate once approved by Customer. Please note that all payments to the Developer are non-refundable. Subscription fees are paid in advance and are not pro-rated. By making and authorizing the initial credit card payment, the Customer implies acceptance of all terms and conditions in this Service Agreement.

Initial: \_\_\_\_\_

## Venue And Arbitration

This Contract for Services shall be construed in all respects in accordance with the laws of the State of Nebraska and Lancaster County. All disputes, controversies, or claims arising out of or relating to this contract shall be decided by binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. An arbiter located in Lincoln, Nebraska will be appointed by the Developer, should the need for arbitration arise. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## Scope Of Agreement

This Service Agreement constitutes the entire agreement between the Customer and the Provider. All prior agreements, discussions, representations, warranties, and covenants are merged herein. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forth in this Service Agreement. Any amendments or modifications of this Service Agreement shall be in writing and executed by the contracting parties.

### The Customer:

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

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

### The Provider:

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

Name (printed): Michael P. Wittmann, President, Wittmania Marketing, Inc.

Initial: \_\_\_\_\_