



Benchmarker User Agreement

CONDITIONS AND POLICIES

Customers need to be aware of the following conditions and policies under which Benchmarker is offered:

- Benchmarker reports are intended to provide aggregate financial performance information for comparison groups of hotels based on customer-specified criteria.
- Confidential information for individual properties, hotel brands, management firms, and owners will never be disclosed by HRG. Confidentiality, which is essential to HRG's business, is protected to the fullest extent.
- Benchmarker reports are for Customer internal use only and are not to be published or disseminated unless authorized in writing by HRG. Such information is protected under US copyright laws.
- E-Mail from HRG is not encrypted. Therefore, customers who have security concerns may submit data and communicate with HRG using secure, non-electronic methods.

DATA SORTING REQUIREMENTS

1. Comparison Groups must include a minimum of:
 1. Four reporting hotels
 2. Three different brands
 3. Three different management firms, and
 4. Three different owners.
2. Subsequent reports involving the same properties to the original Comparison Group must involve a substitution of a minimum of two reporting hotels.

CUSTOMER AGREEMENT AND COPYRIGHT ADVISEMENT

Customer has read the conditions and policies and data sorting requirements and agrees to use Benchmarker reports only to evaluate the aggregate performance of Comparison Groups. Customer further agrees no attempt will be made to determine the performance of any individual property and if this situation is attempted HRG reserves the right to refuse sale of future Benchmarker reports to that entity, related entities, and/or individual. HRG also reserves the right to seek without limitation injunctive relief in the event of any violation. Customer acknowledges that Benchmarker reports are based on the confidential and proprietary information of HRG, the use of which Customer has been granted a nonexclusive license, limited as indicated above. Lastly, HRG reserves the right to make changes to HRG data policy and this agreement at any time.

HRG

Printed Name	Claude R. Vargo	Signature	_____
Title	Senior Project Manager ~ Benchmarker	Date	_____

Customer

Printed Name	_____	Signature →	_____
Position	_____	Company	_____
Date	_____		

HRG fax back ~ 404 - 832 - 0626