

## AFFILIATE PUBLISHER AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between U.S. Hospitality Corporation, a Tennessee corporation (the "Company"), and \_\_\_\_\_ an individual (hereinafter referred to as "Affiliate Publisher").

In consideration of the mutual promises, conditions and covenants contained herein, the parties hereto agree as follows:

1. Affiliate Publisher agrees (i) to sell advertising for placement in printed publications to be produced by the Company and used by hotels and motels contracted by the Company, (ii) to pay for his/her own travel, entertainment and all other work-related expenses (excluding the charge for the complimentary room and local telephone calls provided for in the contract between the Company and the hotel or motel) and (iii) to immediately remit to the Company any monies collected from his/her efforts in the sale of advertising for the account of the Company. Affiliate Publisher agrees that all sales or promotional materials, supplies, customers lists, order forms, and other records, trade secrets and information entrusted to Affiliate Publisher by the Company shall be and remain the property of the Company and must be turned over to the Company upon demand or termination of this contract.
2. This Agreement may be canceled for "cause" at any time by either party by giving ten (10) days notice to the other by overnight mail or by letter deposited in the United States mail to the last known address of other party. Company shall have cause to terminate in the event Affiliate Publisher commits or has committed a felony, embezzlement, or theft; violates Section 10 or any other material provision hereof; receives two or more complaints from advertisers or hotels; or commits an act which the Company reasonably believes will harm or has harmed its reputation. Affiliate Publisher shall have cause to terminate in the event Company breaches a material provision of this Agreement.
3. In the event that any provision of this Agreement or its application shall be held invalid for any reason or under any circumstances, it shall be deemed severable and shall not affect any other provision of this Agreement, and the other provisions shall continue in full force and effect. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Tennessee. Any unsettled dispute arising from this Agreement must be resolved in a court of law sitting in Davidson County, Tennessee, including U.S. Federal District Court.
4. Affiliate Publisher understands that he or she is responsible for all of his or her expenses incurred in connection with his or her duties hereunder, including travel, meals, long distance phone calls, automobile insurance and all other expenses. Affiliate Publisher understands that he or she is paid based solely on COLLECTED sales. Affiliate Publisher also understands that he or she is responsible for all social security, federal, state, and local tax payments and that the Company does not withhold any of such payments from his or her paycheck. Affiliate Publishers understands that he or she may or may not "profit" from each "job" accepted.
5. The Company may assign its rights and obligations under this Agreement.
6. Affiliate Publisher is not required to follow a daily or weekly routine, nor to work any regular hours or at any specified time, nor to report to the Company in person, by telephone, in writing or otherwise, other than to promptly submit the proper advertiser contracts and any monies involved therewith. While the Company may schedule periodic meetings, attendance at such meetings is not mandatory. Affiliate Publisher is paid on a per job basis.
7. Commissions earned by the Affiliate Publisher will be outlined by the Company. The Company reserves the right to update and change its policies and procedures as it deems necessary in order to ensure a more efficient operation.
8. Affiliate Publisher understands that in order to receive full commission percentage (40%) on each job, the appropriate par and collections percentages must be achieved. Otherwise, Affiliate Publisher understands that his/her commissions are subject to adjustment. Commissions due on a job will be sent out within 48 hours (two working days) of the job reaching the Company's offices.

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9. FULL commissions will continue to be paid on any outstanding balances until (60) days (AFTER) SHIP date. This is approximately (180) days from when the job is received at the Corporate office. Beginning on the 61ST day (AFTER) SHIP date commissions, if they were higher, will be paid at 25%.

10. Affiliate Publisher understands co-oping (bartering) is allowed and is not to exceed \$300.00 per job (no carryover). Co-oping does not count towards Affiliate Publisher's gross sales or collections percentage amount when determining final commission. Exceeding this amount may result in reduced commission or termination of Independent Contractor's agreement.

11. There is an initial start up fee of \$75.00 to cover the cost of producing business cards, forms and related services. This fee may be deducted from commissions from the first two completed jobs, at \$37.50 per job.

12. A voice mailbox and email account are provided for your benefit, along with various forms, business cards and printed material. There is a mandatory fee of \$15 per month to cover these items and to comply with IRS regulations.

13. In the event this Agreement is terminated by either party for any reason (with the exception of fraud), the Company will continue to pay Affiliate Publisher's commissions on outstanding accounts in the same manner in which regular billings are paid for a minimum of 90 days after the last project is turned into the corporate office. After 90 days, it is up to the discretion of USHC to determine the extent and the amount of billings paid. In the event of fraudulent activity by the independent rep, USHC shall have no responsibility to pay any billings upon termination.

**SPECIAL STATEMENT**

*As an Affiliate Publisher, you will be provided an "orientation manual" to orient you to The Guest Directory industry. This manual includes suggested procedures for success. They are not required. As an Affiliate Publisher you are free to determine what works best for you. You are not required to attend any meetings or phone conferences that U.S. Hospitality might offer. Despite any wording to the contrary, U.S. Hospitality does not require you to work in a pre-determined manner.*

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IN WITNESS THEREOF, this Agreement is executed by the parties hereto on the date and place first set forth above.  
Affiliate Publisher:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Area Code Phone Number

\_\_\_\_\_  
Signature

COMPANY:  
U.S. Hospitality Corporation

\_\_\_\_\_  
Social Security Number

By: \_\_\_\_\_

\_\_\_\_\_  
Street Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Commission Structure