

To purchase the 17/18 School Break Report, please fill this out and send it to kbarnes@destimetrics.com

This Agreement is between Sterling Valley Systems Inc. dba Inntopia (“DestiMetrics” or “Contractor”), and _____ (“Property” or “Client”) and constitutes a Contract for Services, to become effective upon the date of its execution, along with a fully completed Scope of Work.

DestiMetrics Responsibilities: Contractor will

- Provide Services to Client, toward the accomplishment of the work, generally described below and further detailed in the Scope of Work.
- Services will be performed by DESTIMETRICS or its designated representative unless otherwise agreed.

Client Responsibilities: Client will

- Compensate DestiMetrics at the rates and according to the terms further defined herein.
- Client will follow the guidelines for distribution outlined in the Attachment – Scope of Work.

Terms and Conditions:

1. Billing Procedures: Fees are based on a fixed fee: Total fees payable upon execution of this agreement.
2. Cancellation: This Contract may not be modified, extended or cancelled, excepting by mutual agreement.
3. Independent Contractor: DestiMetrics and the Client shall be considered independent contractors. Neither DestiMetrics nor the Client is an employee, agent, joint venturer or partner of the other entity. Nothing shall be interpreted as creating an employment relationship between or among DestiMetrics and the Client. DestiMetrics shall have control of the manner and means by which its services are provided to the Client subject to the terms and provisions of this Agreement.
4. Controlling Law: This Contract shall be construed in accordance with, and governed by, the laws of the State of Colorado.
5. Confidential Information: Client must clearly identify any proprietary or Confidential Information, whereupon, DESTIMETRICS will treat such Information accordingly. Any information already in the public arena is exempted.
6. Venue: DestiMetrics and the Client hereby agree and consent that any action, suit or proceeding arising out of this Agreement shall be brought in the District Court for the City and County of Denver, State of Colorado, and by execution of this Agreement both parties hereto irrevocably consents and agrees to the jurisdiction of such court.
7. Dispute Resolution: Any disputes arising out of this Agreement shall be subject to arbitration. As a pre-condition to the filing of any such arbitration, all claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement concerning a breach thereof, shall first be submitted to non-binding mediation prior to initiation of any arbitration unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the parties. This Agreement to mediate shall be specifically enforceable under the

prevailing laws of the State of Colorado. The parties agree that any disputes concerning the terms and conditions of this Agreement that cannot be resolved after consultation and discussion between the parties or by mediation shall be submitted to binding arbitration through either the American Arbitration Association or the Judicial Arbitrator DestiMetrics in accordance with commercial arbitration rules and the Colorado Arbitration Act, with the tribunal being selected by the party filing the demand for Arbitration. Any such arbitration shall be conducted at Denver, Colorado. The parties shall select one mutually agreeable arbitrator from the candidates available through the arbitration tribunal. The arbitrator shall have the power to grant interim and injunctive relief, provided that any party may apply to any court of competent jurisdiction to enjoin a breach of confidential information obligation(s). Judgment upon the award rendered by the arbitrator may be entered into any court having jurisdiction. In connection with any dispute, the prevailing party shall be awarded and shall recover from the other non-prevailing party all costs and expenses, including reasonable attorney's fees, as may be incurred.

8. General Provisions: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns. This Agreement and Attachments hereto embodies the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes any and all prior negotiations, understandings or agreements concerning the subject matter hereof.

EXECUTED as of the ____ day of _____, 2017.

CLIENT:

By: _____

Name: _____

Title: _____

Billing Information

Invoices are to be sent to the attention of: _____

Billing Information: Send Invoice by: _____ Email/PDF _____ Regular mail

Contact Email Address: _____ Phone _____

Client Name: _____

Email Address: _____

Mailing Address: _____
(PO Box or Street Address)

City: _____

State/Province: _____

Country: _____

Zip/Postal Code: _____

ATTACHMENT - SCOPE OF WORK

School Break Calendar Report: Includes the dates of major school break periods of over 1,000 U.S. public school districts and over 500 four-year colleges and universities across the country. Data is provided in a tabular view with a listing of each college, university and school district with location school (state) and student population. A graphic representation is also included that depicts public school districts and college/universities separately. Report will be provided in PDF format.

Price below is per business entity. Contact [Katie Barnes](#) for bulk pricing.

Check one:

- \$550 for the 2017/2018 school year and includes the preliminary report (available by April 4) and the final report (available by June 6).
- \$385 for the 2017/2018 final report only (available by June 6).

Confidentiality, Distribution Rights and Pricing: Client agrees that the School Break Calendar is Confidential Information and not for further distribution or reproduction, excepting among Client's full time on-site staff. This excludes sister properties/resorts/businesses and corporate offices. Further distribution rights are available by contacting Katie (see below). If it appears that the purchasing entity represents more than one business entity, DestiMetrics reserves the right to reprice report and offer a revised contract to the Client.

Please return signed agreement to Katie Barnes at kbarnes@destimetrics.com.