

Section 1: Membership; Consents, Releases, and Indemnification

Section 2: Member Code of Conduct

Section 3: 2025 Membership Activation, the Free Nights Program, and Dues Requirements

These Membership Terms and Conditions must be executed annually by each Principal Member or his or her Authorized Representative prior to membership activation for the upcoming calendar year.

Section 1: Membership; Consents, Releases, and Indemnification

Membership

- Each Principal Correspondent for one or more IHG-branded hotels is eligible to become a Principal Member of the IHG Owners Association (the "Association") in accordance with applicable Association policies. Once membership is activated, such individual's hotel(s) become "Member Hotel(s)".
- The Principal Member may designate one or more Appointed Members to represent the Member Hotel(s), subject to Principal Member's obligation (or, where applicable, Principal Member's employer's obligation) to be responsible for their actions. Appointed Members may, at the discretion of the Principal Member, receive any or all of the following benefits (collectively, "Appointed Member Benefits"):
 - An Annual Allocation of 25 Free Nights ("Annual Allocation"), if the applicable Member Hotel has not reached its limit of Annual Allocations, and subject to other applicable Association policies. Such individual would then be referred to as an "Appointed Member with Free Nights".
 - Association communications, access to the Member Center, and invitations to attend Expert Sessions. Such individual would then be referred to as an "Appointed Member – Comms Subscriber".
 - The opportunity to volunteer to serve on an Association Working Group, subject to the Association's selection process and compliance with all volunteer requirements. Such individual would then be referred to as an "Appointed Member – Working Group Volunteer".
 - The authority to act as the Principal Member's agent ("Authorized Representative") to make membership transactions on behalf of the Principal Member, including paying Association dues, appointing other Appointed Members, purchasing additional Annual Allocations, and assigning such Annual Allocations to other Appointed Members.
 - No more than one individual can serve as the Authorized Representative at any given time.
 - Hereafter, "Principal Member" and "Authorized Representative" are individually and collectively referred to as "Authorized Signatory".
- The term of membership is for the 2025 calendar year and, regardless of when membership was activated, begins at 12:00 AM on January 1, 2025, and expires at 11:59 PM on December 31, 2025 (the "Membership Year"). Notwithstanding the foregoing, Member Hotels are required to abide by the Free Nights Program Hotel Requirements, which can be found at <https://www.owners.org/resources/digital-publications>, through

at least April 3rd of the year following the Membership Year regardless of whether the Member Hotel has renewed, or intends to renew, its membership with the Association.

- These Membership Terms and Conditions shall be binding upon the Principal Member and all Appointed Members on the Principal Member's account (regardless of when such Appointed Members become Appointed Members), whether executed by the Principal Member or his or her Authorized Representative.
- Each Appointed Member must have a unique email address, which is also his or her Association User ID, to log into their Association account and access Appointed Member Benefits, including Annual Allocations (if applicable). For example, the Authorized Signatory cannot access the Annual Allocations of any other Appointed Members.
- If the hotel which the Authorized Signatory is representing ceases to be a Member Hotel at any time during the Membership Year, the Appointed Members may no longer be eligible to receive certain Appointed Member Benefits, in the Association's sole discretion.
- Membership dues and Annual Allocations are **not refundable** for any reason, even if the Member Hotel leaves the IHG System. The Authorized Signatory must promptly advise the Association if an Appointed Member with Free Nights is no longer serving in an Eligible Role (as defined below); in such event, the Association may terminate the Annual Allocation and/or membership for such individual.
- Only the Principal Member and Appointed Members with Free Nights will receive complimentary IHG One Rewards Platinum upgrades, and such upgrades shall only be valid for the Membership Year.
- By executing this document, the Authorized Signatory hereby represents and warrants to the Association that he or she has the authorization from each individual designated as an Appointed Member to provide the Association with said designated individual's name, IHG One Rewards number, email address, and any other information required by the Association in order to confer Appointed Membership status to such designated individual(s). The Authorized Signatory hereby indemnifies, defends, and holds the Association, its affiliates, directors, officers, employees, and agents (collectively, "Association Parties"), and its members, harmless from any and all claims, judgments, damages, losses, liability, or damage and costs, whether contingent, fixed or unfixed, liquidated or unliquidated, or otherwise, including reasonable attorneys' fees (collectively, "Losses") arising from or related to the breach of this representation and warranty.

Consent and Release for Data Sharing by IHG

- The Authorized Signatory hereby authorizes the Association to request and obtain from Six Continents Hotels, Inc., an InterContinental Hotels Group company ("IHG"), any and all data related to the hotels in which the Authorized Signatory has an ownership interest or serves as a duly authorized individual of an entity that has ownership interest in an IHG branded hotel ("Owner"), and/or for which the Authorized Signatory serves as a Principal Member or an Authorized Representative, including but not limited to the Authorized Signatory's personal information (addresses, phone numbers and email addresses) (collectively, the "Relevant Data") as set out in this Consent and Release for Data Sharing by IHG (the "Consent"), for the purpose of facilitating membership in the Association as set out herein and as may be amended from time to time, and for providing the benefits associated with membership in the Association.
- The Authorized Signatory understands that the Association does not generally sell, release, disclose, disseminate, make available, transfer, or otherwise communicate the Relevant Data provided by IHG to the Association to any third party other than to consultants who perform work for the Association and are bound to obligations of confidentiality.

- The Authorized Signatory understands that the Association maintains appropriate security measures to protect any data, including the Relevant Data, provided to it by IHG.
- The Authorized Signatory hereby provides to IHG, its agents, employees, contractors, and assigns, express permission, authorization, and consent to share any and all data, including but not limited to the Relevant Data, with the Association as requested pursuant to this Consent, in IHG's sole and exclusive discretion, and subject to the terms set out in this Consent.
- The Authorized Signatory hereby authorizes the Association to share the names and IHG One Rewards account numbers of the Principal Member and all Appointed Members on the Principal Member's account with IHG.

Responsibility for Actions / Indemnification

- The Authorized Signatory agrees to indemnify, defend, and hold harmless the Association Parties from any Losses incurred by him or her resulting from or arising out of (a) any action taken by IHGOA, IHG, or one or more Member Hotel Parties (Member Hotel Parties shall include the Principal Member, Owner, Principal Correspondent, Appointed Member(s) (including without limitation Working Group volunteers), or any other Authorized Representative or any other employee of the Member Hotel), including, without limitation, any action arising from the Consent; (b) the occupation, operation, or use of the Member Hotel; (c) the failure of any of the Member Hotel Parties to abide by these Terms and Conditions; or (d) the intentional or negligent acts or omissions of any of the Member Hotel Parties.
- The Authorized Signatory consents to the receipt by Member Hotel Parties to written and electronic communications from the Association, including without limitation emails regarding membership renewal.

Agreements with Allied Members and Strategic Partners

- From time to time, the Association enters into agreements with third parties who desire to market and/or sell products and services to Members. In exchange for a fee to the Association or other consideration, such parties become "Allied Members" or "Strategic Partners". In consideration of becoming a Member of the Association, the Authorized Signatory, and the franchisees for, or Owners of, the Member Hotels that the Authorized Signatory represents, and on behalf of all Member Hotel Parties, hereby releases from liability and waives the right to sue the Association Parties with respect to any Losses that the Owner, Authorized Signatory, Principal Correspondent, directors, officers, shareholders, employees, contractors, and/or guests may or have suffered with respect to any transaction or relationship arising from an Owner's, Authorized Signatory's, any Member Hotel Party's, and/or Member Hotel's relationship with an Allied Member or Strategic Partner, including (a) any agreement entered into by the Owner, the Authorized Signatory, or any other Member Hotel Party; or (b) any products or services purchased on behalf of the Member Hotel from an Allied Member or Strategic Partner.

Section 2: Member Code of Conduct

- To protect the best interests of the Association and fellow Members, the Authorized Signatory acknowledges that he or she, and any Appointed Members on his or her account, will follow a code governing conduct, etiquette, and privacy for matters that relate to the hospitality business, the Association, and its Members. Failure to abide by this Member Code of Conduct (the "Code") may subject the Authorized Signatory to disciplinary action, up to and including the termination of membership in the Association, in accordance with the Association's Bylaws (which can be found [here](#)), and the termination of Association benefits for any Member Hotel Parties.

- With respect to the Association's online resources (such as the Member Center), the Association does not actively monitor for inappropriate postings and does not on its own undertake editorial control of postings. However, should any inappropriate posting come to the attention of the Association, the Authorized Signatory understands that he or she will take appropriate actions including, but not limited to, removing the offending post and terminating the access for any Member (or any person acting on behalf of such Member) who does not abide by this Code.
- The General Principles of the Code are as follows:
 - **Ethical Conduct.** Act with honesty, integrity, and competence in all personal and business affairs to uphold the reputation of the Association.
 - **Professional Conduct.** Act with courtesy and respect. Refrain from conduct that may constitute harassment or be considered discriminatory, unprofessional or distasteful, including without limitation, defamatory, abusive, profane, or threatening language.
 - **Confidentiality and Privacy.** Take all reasonable steps to protect confidential information of the Association, all Member Hotel(s), and Member Hotel Parties from disclosure.
 - **Act in Good Faith.** Always act in good faith towards the Association, all Member Hotels, and Member Hotel Parties. Although sometimes legal action is necessary vis a vis the Association or another Member, the Principal Member and/or all applicable Member Hotel Parties shall first attempt to use their best, good faith efforts to resolve disputes before commencing any legal action.
- The following is provided for the purpose of illustrating what may or may not be acceptable under the Code. This list is not exclusive; the general principles listed above will apply to other interactions as each Member conducts their hospitality business and interactions with the Association. **The Association CEO shall be the final arbiter of what may or may not be acceptable in any given situation, and shall determine whether a specific circumstance constitutes a violation of the Code.**

All Members of the IHG Owners Association shall:

- Comply with the Association's Bylaws, these Membership Terms and Conditions, and all other Association rules and policies including, without limitation, the [policies relating to the Free Nights Program](#).
- Comply with the Association's [Member Center User Policy](#).
- Avoid any behavior that may bring discredit to the Association or IHG.
- In communication with others, focus on the content of a communication or the opinions expressed and not on the people making them. Extend the benefit of the doubt to others.
- Respect the Mission of the Association and the communication forums the Association facilitates.
- Not use Association forums to advertise products or services. If a Member has found a product or service helpful, the Association encourages the sharing of such an experience in an appropriate forum, at the appropriate time, and in a respectful way.
- Use caution when discussing specific people and products in public forums. Depending on the forum (be it written, in person, or online), failure to comply with this provision may expose the individual and/or other Member Hotel Parties and the Association to liability for libel, slander, antitrust, or other applicable laws.

- Not communicate in a way that harms the reputation of, or discloses the proprietary or personal information of, any Member Hotel, Member Hotel Parties, or the Association Parties.
- Not infringe upon the intellectual property of others in any communication. Member Hotel Parties may only post or share content that they have personally created or that they have permission to use and have properly attributed to the content creator.
- Not send spam or otherwise duplicative or unsolicited messages.
- Not send or post any infringing, obscene, threatening, libelous, discriminatory, defamatory, abusive, profane, threatening, offensive, illegal materials, or otherwise unlawful or tortious material, including material harmful to children or in violation of third-party privacy rights.
- Not send or post material containing software viruses, worms, Trojan horses, or other harmful or malicious computer code, files, scripts, agents, or programs.

Code Enforcement and Modification

- This Code shall be construed in accordance with the laws of the state of Georgia. Any disputes that cannot be resolved by negotiations shall be referred to the exclusive jurisdiction of the state or federal courts in DeKalb County, Georgia and the Authorized Signatory, on behalf of all Member Hotel Parties, hereby stipulates to venue in, and submit to the jurisdiction of, said courts.
- The Association CEO reserves the right to amend or modify the Code as appropriate at his or her sole discretion.

Section 3: 2025 Membership Activation, the Free Nights Program, and Dues Requirements

Membership Activation

- Principal Correspondents with Eligible Hotels (as defined below) may join or renew membership at any time throughout the year, and such membership must be for all Eligible Hotels.
- Any hotel that is open or scheduled to open during the Membership Year is considered an "Eligible Hotel" for 2025 and is subject to 2025 Association membership dues.
- All hotels for which a Principal Member has an ownership interest (regardless of the investment level) are considered Eligible Hotels, regardless of whether the Principal Member is listed as the Principal Correspondent for all such hotels.
- All hotels for which a Principal Member has a management affiliation are considered Eligible Hotels, regardless of whether the Principal Member is listed as the Principal Correspondent for all such hotels.
- Membership Activation Requirements:
 - Each applicant must execute these Membership Terms and Conditions;
 - Membership dues must be received and processed by the Association for all Eligible Hotels; and
 - Complete information must be provided to the Association (e.g., contact information and IHG One Rewards number(s)).

- The Association may process membership application funds upon receipt but membership will not be activated until all application information has been provided.

2025 Hotel Portfolio Additions

- 2025 Members who add one or more Eligible Hotel(s) to their portfolio at any time during the Membership Year (“Hotel Portfolio Additions”) are subject to the following requirements:
 - Hotel Portfolio Additions are considered Eligible Hotels. Dues for Hotel Portfolio Additions must be paid within thirty (30) days of receipt of the applicable membership dues notice. Issuance of the any additional Annual Allocation(s) can then begin.
 - Examples of Portfolio Additions include the following:
 - Adding one or more non-member hotel(s) to an existing IHG portfolio (e.g., an acquisition of an existing IHG hotel from another owner)
 - Taking over management of one or more non-member IHG hotel(s)
 - Opening one or more hotel(s) early (e.g., a hotel under construction which was originally scheduled to open after 2025)
 - Converting a hotel into the IHG System

Non-Eligible Hotels

- Any licensed IHG hotel that has a scheduled opening date after 2025 is a Non-Eligible Hotel for 2025 (“Non-Eligible Hotel”).
- Non-Eligible Hotels are not included in a Principal Member’s membership account, and no Annual Allocations may be provided to such hotels.

The Free Nights Program – Appointed Members with Free Nights / Annual Allocations

- An Appointed Member with Free Nights must be an individual with an Eligible Role.
 - **Eligible Roles** are those in which an individual is an Owner, operator, partner, or investor of one or more of the Principal Member’s Member Hotels, or an individual affiliated in a management capacity with one or more of the Principal Member’s Member Hotels.
 - Individuals who do not meet the Eligible Roles requirement, such as friends or relatives, may not join the Association or be issued Annual Allocations.
 - *An Appointed Member with Free Nights was previously known as a "cardholder".*
 - *The Free Nights Program Annual Allocation was previously known as the "member benefits card".*
- A Principal Member’s Annual Allocation must be generated from that Principal Member’s membership account.
- A Principal Member with Eligible Hotel(s) cannot be an Appointed Member on another Principal Member’s membership account.
- Issuance of Annual Allocation(s) can only begin once membership has been activated.
- After membership is activated, each Principal Member will receive one Annual Allocation for each Member Hotel and may optionally purchase a maximum of one additional Annual Allocation per Member Hotel (subject to each additional Appointed Member who is designated to receive said Annual Allocation meeting the Eligible Roles requirement).

- For example: If a Principal Member has five (5) Billable Hotels in his or her portfolio, the Principal Member will receive five (5) Annual Allocations with their membership, and the Authorized Signatory may purchase up to five (5) additional Annual Allocations.
- Each Annual Allocation is linked to an IHG One Rewards account. For all Annual Allocation designations, the Authorized Signatory must provide each Appointed Member's name, address, unique email address, mobile and office phone numbers, and IHG One Rewards number during the sign-up or renewal process. At their option, the Principal Members can designate themselves to receive an Annual Allocation.
- Annual Allocations will typically be issued within ten (10) business days after membership activation.
- The Annual Allocation is valid for 2025 stays only.
- Once the Association issues an Annual Allocation, no changes are permitted.
- If any element of the Member's information is missing or invalid (including the IHG One Rewards number), it will not be possible to issue that individual an Annual Allocation.
- Annual Allocations are **not transferrable**.
 - In the event the Principal Member ceases to be the Principal Correspondent for a given Member Hotel, such Principal Member's Association membership, as well as the Association membership of all Appointed Members on such Principal Member's account for said Member Hotel, shall immediately terminate. (Exception: If there is no change to the hotel's ownership and/or management, then the Appointed Members can typically be affiliated with the new Principal Correspondent by contacting the Association's Membership Department, with no gap in Appointed Member Benefits.) Hotel membership may also be terminated per applicable Association policies.
- If an Authorized Signatory's membership application does not include the names of additional individuals to become Appointed Members with Free Nights during the membership activation process, the Association will issue only one (1) Annual Allocation, in the Principal Correspondent's name, if the Principal Correspondent was previously a member with an Annual Allocation. If the Principal Correspondent was not previously a member with an Annual Allocation, the Authorized Signatory must contact the Association's Membership Department for issuance of one or more Annual Allocations.
- Where the maximum number of Annual Allocations permitted for a membership account has not been met, the Authorized Signatory may add additional Appointed Members with Free Nights (or designate one or more existing Appointed Members to receive Annual Allocations) at any time of the year by accessing his or her Member Center account, or by contacting the Association's Membership Department.

IHG Owners Association 2025 Dues Requirements

2025 DUES PER PROPERTY	
# Rooms (per hotel)	2025 Annual Dues
1 - 80	\$475
81 - 150	\$600
151 - 250	\$750
251+	\$850

Additional Annual Allocations: \$850 each

Each Authorized Signatory may, at his or her option, purchase exactly one (1) additional Annual Allocation per Member Hotel (subject to each Appointed Member with Free Nights meeting the Eligible Roles requirement) after the dues for all Eligible Hotels are paid, and in accordance with these Terms and Conditions.

Terms and Conditions for Membership are subject to change at the discretion of the IHG Owners Association.

Please contact the Association's Membership Department with any questions at membership@ihgowners.org or (001) 770.604.5555, option 1.

(Affidavit and Signature follow on Next Page)

AFFIDAVIT OF AUTHORIZED SIGNATORY

By signing below and remitting membership dues, the Authorized Signatory acknowledges that, on behalf of all Member Hotel Parties and the franchisees for, or Owners of, the Member Hotels, he or she:

(i) is applying for membership in the IHG Owners Association for him- or herself and for the hotel(s) for which he or she is authorized to represent in this capacity;

(ii) has read and understands the [Terms and Conditions for Membership](#), which include, without limitation, the following:

- (a) Membership; Consents, Releases, and Indemnification
- (b) Member Code of Conduct
- (c) Membership Activation, the Free Nights Program, and Dues Requirements;

(iii) agrees to the terms of, and shall abide by, the foregoing, and hereby grants consent to the release of the Relevant Data by IHG to the IHG Owners Association as set forth in the Consent and Release for Data Sharing by IHG and all terms and conditions herein; and

(iv) agrees that the Terms and Conditions for Membership shall be construed in accordance with the laws of the state of Georgia. Any disputes between the Authorized Signatory and/or the franchisees for, or Owners of, the Member Hotels that he or she represents on the one hand, and IHGOA on the other hand, that cannot be resolved by negotiations shall be referred to the exclusive jurisdiction of the state or federal courts in DeKalb County, Georgia and the Authorized Signatory hereby stipulates to venue in, and submits to, the jurisdiction of said courts.

Full Name of Principal Correspondent

Check **only one** box below:

If the Authorized Signatory is the Principal Correspondent (PC):

I hereby sign on behalf of the entities for each of the hotels for which I serve as Principal Correspondent.

If the Authorized Signatory is signing on behalf of the Principal Correspondent (PC):

I hereby sign on behalf of the entities for each of the hotels for which I serve as the Authorized Representative for the Principal Correspondent.

Signature

Print Name

Title: _____

Date: _____

Relationship of Signatory to PC: _____