



**PRIVILEGE ACCOUNT APPLICATION
REQUEST FOR DIRECT BILLING PRIVILEGES**

The information on this application will be used to establish credit at this hotel only. It will be necessary to send a separate letter of authorization identifying the individual guest names with arrival dates or specific functions to be billed. The letter must be on company/organization letterhead and be signed by an authorized representative.

HOTEL NAME: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ CONTACT: _____ TELEPHONE: _____	For FSO Use Only	
	AMOUNT: _____	
	APPROVED BY: _____	
	DATE: _____	

Client (Borrower) Information

NAME: _____		NAME: _____	
ADDRESS: _____		ATTENTION: _____	
CITY: _____	STATE: _____	ZIP: _____	ADDRESS: _____
CONTACT: _____	TELEPHONE: _____	CITY: _____	STATE: _____ ZIP: _____

Billing Address if different from address to the left.

Authorization

I understand that by signing this credit application I authorize the references below to furnish the appropriate information needed to evaluate this request for credit. I understand that this is not an extension of credit however a privilege account due upon receipt of billing.

_____	_____	_____
Authorized by (Print Name)	Telephone Number	Requested Credit Limit
_____	_____	_____
Authorized by (Signature)	Job Title	Date

Bank References – Credit Card Required

BANK NAME: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ CONTACT: _____ ACCOUNT #: _____	Credit Card: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ CONTACT: _____ ACCOUNT #: _____
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Other Credit Reference (At least one Hotel)

HOTEL: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ CONTACT: _____ ACCOUNT #: _____ Years Used: _____	NAME: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ CONTACT: _____ ACCOUNT #: _____ Years Used: _____
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General Conditions

Direct Billing is allowed as a convenience to volume users in lieu of payment as service is rendered. All accounts will be billed immediately following completion/check-out or on a weekly basis; and is due upon receipt.
This is not a credit account all payments are due upon receipt.

HOTEL CREDIT AGREEMENT

THIS CREDIT AGREEMENT, dated as of _____, 20____, by and between _____ [Company Name] with its offices located at _____ [Company Address] (the "Borrower") and [Hotel Name] located at [Hotel Address] (the "Hotel"). The parties for good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

1. Subject to the terms and conditions of this Agreement, the Hotel agrees to rent rooms and provide other Hotel services to the Borrower (in the Hotel's sole discretion,) on credit ("Credit") in an aggregate amount not to exceed at any time the amount specified and approved on the Credit Application attached hereto and incorporated herein (the "Credit Limit"). Outstanding Credit Balances of Borrower shall be due and payable on or before the 10th day after the services of the Hotel, for which Credit was extended, were rendered.

2. Any Credit balance not paid in accordance with this Agreement ("Overdue Credit Balance") shall accrue interest from the 30th day after the Hotel services, for which Credit was extended, were rendered, until paid at a rate per annum of eighteen percent (18%). If, at any time, the interest rate hereunder shall be deemed by any competent court of law, governmental agency or tribunal to exceed the maximum rate of interest permitted by any applicable laws, then, for such time as the interest rate hereunder would be deemed excessive, its application shall be suspended and there shall be charged instead the maximum rate of interest permissible under such laws. All incurred interest shall, for purposes of this Agreement, be added to the Overdue Credit Balance.

3. The Hotel shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Hotel in refraining from so doing at any time or times. The failure of the Hotel at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Agreement or as having in any way or manner modified or waived the same.

4. The Borrower will, on demand, reimburse the Hotel for all expenses, including the reasonable fees and expenses of legal counsel for the Hotel incurred by the Hotel in connection with the enforcement of this Agreement and the collection of monies due and payable to the Hotel. Such expenses shall be deemed to be equal to the greater of five thousand dollars (\$5,000.00) or 15% of the sum of the Overdue Credit Balance.

5. Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed delivered if delivered in person or if sent by certified mail, postage prepaid, return receipt requested, to the addresses listed on the Credit Application attached hereto and incorporated herein.

6. To the maximum extent permitted by applicable laws, the Borrower hereby releases the Hotel and its officers, attorneys, agents and employees from all claims for loss or damage caused by any act or omission on the part of any of them except gross negligence or willful misconduct. The Borrower agrees to indemnify and hold harmless the Hotel, its counsel, agents and officers from and against any and all damages, losses, settlement payments approved by the Borrower (which approval shall not be unreasonably withheld), expenses of every nature and character (including without limitation all attorney's fees), obligations, liabilities, claims, actions and suits (whether any of which is groundless or otherwise) incurred, suffered, sustained or required to be paid by an indemnified party by reason of or resulting from the transactions arising out of, contemplated or evidenced hereby or which otherwise arise in connection with this Agreement or any incidental or related event or activity, except for any liability or obligation arising out of the Hotel's willful misconduct or gross negligence. In any pending or threatened investigation, proceeding or litigation or preparation therefore, the Hotel shall be entitled to select its own counsel and, in addition to the foregoing indemnity, the Borrower agrees to pay on demand the reasonable fees and expenses of such counsel.

7. The substantive Laws of the Commonwealth of Pennsylvania shall govern the construction of this Agreement and the rights and remedies of the parties hereto.

8. The Borrower irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to, this Agreement or any other document delivered in connection herewith, may be brought in any court of the Commonwealth of Pennsylvania located within the Eastern District of Pennsylvania or in the United States District Court for the Eastern District of Pennsylvania. The Borrower, by the execution and delivery of this Agreement, expressly and irrevocably consents and submits to the personal jurisdiction of any of such courts in any such action or proceeding. The Borrower hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or forum non conveniens or any similar basis. Nothing in this Section shall affect or impair in any manner or to any extent the right of the Hotel to commence legal proceedings or otherwise proceed against the Borrower in any jurisdiction or to serve process in any manner permitted by law. The Borrower hereby waives its rights, if any, to trial by jury.

9. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

10. THE BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS THE HOTEL, BY ITS ATTORNEY, OR THE PROTHONOTARY OR THE CLERK OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA OR ANY JURISDICTION WHERE PERMITTED BY LAW, UPON THE BREACH OF THE BORROWER OF ANY TERM OR CONDITION DEFINED HEREIN OR ANY TIME THEREAFTER AND WHILE ANY OVERDUE CREDIT BALANCE REMAINS OVERDUE, TO APPEAR FOR THE BORROWER AND CONFESS AND ENTER JUDGMENT AGAINST IT IN FAVOR OF THE HOTEL IN ANY JURISDICTION IN WHICH THE BORROWER OR ANY OF ITS PROPERTY IS LOCATED FOR THE AMOUNT OF ALL OBLIGATIONS, TOGETHER WITH COSTS OF SUIT AND WITH ACTUAL COLLECTION COSTS (INCLUDING REASONABLE ATTORNEY'S FEES WHICH SHALL BE DEEMED TO BE EQUAL TO THE GREATER OF FIVE THOUSAND DOLLARS (\$5,000.00) OR 15% OF THE SUM OF THE OVERDUE CREDIT BALANCE FOR WHICH JUDGMENT IS THEN CONFERRED), WITH OR WITHOUT DECLARATION, AND WITHOUT STAY OF EXECUTION, AND WITH RELEASE OF ERRORS AND THE RIGHT TO ISSUE EXECUTION FORTHWITH, AND FOR DOING SO THIS DOCUMENT OR A COPY VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. THE BORROWER HEREBY WAIVES AND RELEASES ALL RELIEF FROM ANY AND ALL APPRAISEMENT, STAY OR EXEMPTION LAW OR ANY STATUTE NOW IN FORCE OR HEREAFTER ENACTED. THIS AUTHORITY AND POWER SHALL NOT BE EXHAUSTED BY THE EXERCISE THEREOF AND SHALL CONTINUE UNTIL THE OBLIGATIONS OF BORROWER ARE FULLY PAID, PERFORMED, DISCHARGED AND SATISFIED.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLIENT (BORROWER):

HOTEL:

By: _____

By: _____

Title: _____

Title: _____

(Please print name)

(Please print name)

Direct Bill Application Credit References

Credit References Checks must be performed and documented at the property level for each Hersha Privilege Account Application submitted to the FSO for approval. Results of credit references, including at least one hotel, must be included in the Notes section of the application.

Please strive to determine answers to the following questions when verifying and documenting the credit information of the applicant.

Bank Name - _____

How long has this account been active?

What has been the average balance for this applicant's account?

Hotel Name - _____

What is the number of times per year that the applicant has stayed in your hotel, and for how many years?

What was the average outstanding balance during the past year?

What was the total dollar value of the bill if it was a one-time stay?

What has been the average time period from billing to payment?

Did the applicant often present billing problems and request adjustments after bills were issued? If so, for how long were adjustments requested after the original billing date?

Would you extend credit to this applicant again?

Credit Card (if submitted)

What is the credit limit and average balance for this credit card account?

What is the payment history?