

# JOINDER AGREEMENT

**BEST WESTERN INTERNATIONAL, INC.** ("BWI") and **US Foods, Inc.** ("USF," "us," "we," or "our") have negotiated that certain Master Distribution Agreement effective as of October 1, 2024 (the "Agreement") whereby we have agreed to purchase, warehouse and distribute food and non-food products to BWI Hotels and Member Hotels. You, the undersigned Best Western Hotel ("**Third Party Purchaser**," "**you**," or "**your**"), acknowledge that you fully understand the terms and conditions of the Agreement and you desire to receive the benefits of the Agreement starting as of \_\_/\_\_/\_\_. Terms used in this Joinder Agreement and not otherwise defined have the meanings given them in the Agreement. In consideration of the foregoing, you and USF agree as follows:

You understand that you will receive the benefit of only those provisions of the Agreement specifically applicable to Third Party Purchasers (as those terms are defined in the Agreement). The Agreement (which includes the USF Customer Policy related to Product ordering, delivery, and return and which may be found at [www.usfoods.com](http://www.usfoods.com)) and related Transaction Documents (defined as this Joinder Agreement, your Customer Account Application and Agreement, attached to this Joinder Agreement as Exhibit 1, New/Special Order Agreement, Equipment Loan Agreement, and any other written documents that apply to the business relationship between USF and you) govern the terms by which you may purchase certain Products and services from us. You acknowledge that your obligations with respect to Products that you purchase (including those obligations with respect to when you arrange for and/or order Proprietary Products from USF) are solely yours and do not impose any liability or obligation on BWI.

You agree to the terms of the Agreement and to be responsible for the obligations, terms and conditions applicable to Third Party Purchasers set forth in the Agreement, including, without limitation, financial responsibility for all products we sell to you. Your payment terms will be established by us, under separate agreement, independently of the payment terms applicable to any other Third Party Purchaser, and will be subject to your prior and ongoing credit approval. We charge interest on all monies due beyond the agreed upon payment terms. If you experience a Change of Control, to the extent there is any change in your creditworthiness or financial capabilities, or to the extent you experience other circumstances which affect your ability to meet the payment terms established under this Joinder Agreement or the Agreement, as determined by us in our reasonable discretion, we have the right to change the terms under this Joinder Agreement or outlined in the Agreement as such apply to you and your Credit Agreement, including, your payment terms. You acknowledge BWI had the authority to negotiate the terms of the Agreement on your behalf. You also acknowledge that BWI is permitted to enter into any changes or modifications to, or waive any provision of, the Agreement on your behalf without further notification to you; provided that such changes, modifications, or waivers will not affect any separate contractual obligations specifically negotiated by you and USF, which may include Proprietary Products, pricing, and payment terms.

This Joinder Agreement will remain in effect until the Agreement expires or is terminated (either in its entirety or only with respect you).

**IN WITNESS WHEREOF**, the parties have entered into this Joinder Agreement as of the latter of the dates set forth below.

HOTEL NAME \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Best Western Property Number: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**US Foods, Inc.**

\_\_\_\_\_ **Division**

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

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_