



This Agreement between New York City Vacations, Inc. d/b/a New York City Vacation Packages (hereinafter referred to as “Company” or “NYCVP”) and you (hereinafter referred to as “Agency”) provides terms and conditions by which Agency can participate in Company’s TAAP and/or Affiliate program.

1. Definitions: Pertaining to this Agreement, these terms have the following meaning:
  - a. “Agency Website” or “Agency Site” – the page or pages of the website hosted, maintained or controlled by the Agency and listed below by specific URL.
  - b. “Customer” – purchaser of a valid internet-generated vacation travel product on Company’s website whose link to the Company website was generated from the Agency website.
  - c. “Hyperlink” – the html-coded link between the Agency website to the Company website.
  - d. “NYCVP Website” – the page or pages of the website hosted, maintained or controlled by Company.
2. Limitation of License: Company grants Agency license to use a hyperlink from Agency website to Company website. Such license is subject to all the terms and conditions of this Agreement and is
  - a. Limited to the specific terms of this Agreement,
  - b. Revocable by Company at any time for any reason,
  - c. Non-exclusive,
  - d. Non-assignable and non-transferable for any reason without specific, written permission of Company,
  - e. Is for specific-use and does not grant Agency license to reproduce any Company-published (website or print) material, graphics, images, text or intellectual property that is not explicitly made part of this Agreement.
3. Responsibilities:
  - a. Agency is solely responsible for maintenance and accuracy of its Agency website. Agency may not alter or modify the design or functionality of the Hyperlink and/or associated graphic or text. In addition, Agency must
    - i. Provide Company with the following information:
      1. Company identifier (main telephone number),
      2. Company contact (office manager, lead travel agent, etc.) who will be responsible for all booking and/or reservation communication,
      3. Company email address (for all booking and/or reservation communication)
    - ii. Notify Company of any change in Agency ownership, business name, website URL, contact information or mailing address.

- iii. Maintain communication between itself and Customer at all times after initial booking.
  - b. Agency hereby warrants and promises that
    - i. Agency website construction, technology, text, graphics, images and the like are in compliance with US and applicable local law.
    - ii. Agency website construction, technology, text, graphics, images and the like do not infringe or violate any copyright, trademark, property rights or patent of any individual or entity whether or not a party to this Agreement.
  - c. Company is solely responsible for maintenance and accuracy of its Company website.
- 4. Booking Procedures: Company will process all valid bookings made via the TAAP Hyperlink and promptly notify Agency electronically within 2 business days after payment is processed. Such notification will include
  - a. Confirmation or non-confirmation of all travel components.
  - b. All relevant travel information, including but not limited to accommodations, events, dining, transportation and special requests.
  - c. All necessary Customer information including mailing address, phone number(s) and email address so long as Customer has provided that information to Company. Company hereby expressly disclaims any and all responsibility for the completeness and/or accuracy of information provided to Company by Customer.
  - d. Notification will be via email address provided by Agency to Company. It is Agency's responsibility to assure that emails received from Company are routed properly, and that any and all anti-spam devices, blacklists, etc., are set to receive emails from Company

Company will process and ship, in the normal and standard course of its business, all travel documents to Agency. Agency expressly agrees that it is Agency's responsibility to provide such travel documents to Customer.

All commissions earned by Agency will be paid by Company at the prevailing commission rate. Commission remittance is made at the time and manner of its normal and standard course of business. Commission rate, remittance, qualification, and any and all issues regarding payment or non-payment of commission are governed solely by rules and regulations established by NYCVP and are not made a part of this Agreement.

NOTE: Affiliate (non-hotel purchase) Hyperlink transactions are concluded directly with the purchaser. Travel documents are sent to the purchaser. The only notification to Agency is in the form of the commission check.

- 5. Ownership of Customer: Company understands the privileged relationship between Agency and its Customers; therefore, except as expressly provided in this Agreement, Company's intent is to act only as an intermediary on behalf of Agency. Any and all communication with Customer should be conducted by Agency. Company will refer all telephone calls, emails, and similar to Agency.
- 6. Indemnification: Agency shall defend and hold harmless Company for any and all damages awarded to any third party claimant brought against Company and its affiliates pursuant to this Agreement, and all of their directors, officers, employees, legal representatives, contractors and agents.

7. Venue: This Agreement is made in accordance with Pennsylvania law. Any dispute arising from this Agreement shall be settled in a Pennsylvania court of law; all parties to this Agreement expressly agree to be subject to the jurisdiction of the courts of the Commonwealth of Pennsylvania.
8. Term of Agreement: This Agreement shall remain in effect for one year from date of signing and automatically renew for additional one year periods unless either party terminates this Agreement in writing. It is expressly agreed by both parties that paragraphs 3, 4, 5, 6 and 7 shall survive such termination.  
Company reserves the right to accept or reject any request for participation in its TAAP program for any reason whatsoever.
9. Relationship: Except as provided in this Agreement, no joint venture, partnership, franchise or agency relationship exists between Agency and Company.