



**Member Agreement/Terms & Conditions**

As a CLIA appointed host agency, Travel Center Hosts, LLC (Travel Hosts) has established booking capabilities for MAST member agencies with an Air, Cruise, Hotel and Tour Desk. Travel Hosts has also established relationships with other travel industry related service providers.

Travel Hosts will aggregate the bookings of participating member agencies in order to build sales volume with MAST preferred suppliers with the objective of obtaining commission percentages that ordinarily cannot be reached by a single member location. Travel Hosts will be the booking platform for other MAST programs, including but not limited to the MAST Groups Program.

**GENERAL:**

1. Participating agency must be in good standing as a member of MAST and sign this agreement as a participant of this program.
2. Participating agency will be considered an Independent Contractor of Travel Hosts. Employees and Independent contractors of participating agency are not employees, agents or independent contractors of Travel Center Hosts.
3. Participating agency will be allowed to book participating preferred supplier air, cruise, hotel and tours through Travel Hosts' CLIA number or by agreement with suppliers under the participating agency credentials.
4. This agreement shall automatically renew each calendar year. This agreement may be terminated without cause by either party through a written request on agency letterhead.
5. Should participating agency terminate its membership with MAST, the agency is no longer allowed use of Travel Hosts' CLIA number except for bookings already made under Travel Hosts. Existing bookings under Travel Hosts may not be transferred and must remain under Travel Hosts until travel is completed unless a different agreement has been made between parties.

**BOOKING PRACTICES:**

1. Bookings may be made through supplier links on Travel Hosts' web page by logging into the MAST website at [www.mvptravel.com](http://www.mvptravel.com) or by going directly to the supplier booking engine. All participating suppliers may be booked through Sabre Cruises, Polar Online, Disney Travel Agent, NCL's booking engine and applicable tour operator's booking engines with a login created with Travel Hosts' credentials. Agents may also call in reservations to the cruise line's reservation phone number. All cruise reservations are accessible through Sabre Cruises regardless of how they are booked.
2. Participating agency is fully responsible for the accuracy of booked reservations, customer communications and service, validity of rates, collecting payments from customers, making payments to suppliers according to their policies and procedures, and checking accuracy of all confirmations, invoices, tickets, and documents. Travel Hosts and MAST are not responsible for errors committed by the supplier, employees, agents and independent contractors of participating agency and cannot act on behalf of the booking agency in any way.
3. Preferred form of payment is by the participating agency's client's credit card.
4. Participating agency is responsible for selling travel insurance to its clients or if insurance is refused, to obtain documentation of insurance refusal.
5. When possible reservations are to be made with the booking agency name (abbreviated if necessary) listed as the AGENT. This will help to identify the correct booking agency.
6. Booking agent is required to report reservations by emailing a copy of the agent confirmation to [travelhosts@mvptravel.com](mailto:travelhosts@mvptravel.com).
7. Booking agent should instruct suppliers to mail any physical documents and communication regarding their bookings to their agency office. Should Travel Hosts receive updates, mail, or documents related to any booking made by a participating agency, said items will be promptly forwarded to the booking agency by fax, e-mail or mail, as appropriate. Cost of mailing documents may be charged back to the booking agency at the discretion of Travel Hosts.
8. Client gifts are at the sole discretion of the participating agency and Travel Hosts will not share in the cost.
9. Participating agency will not offer monetary discounts through commission rebating booked through Travel Hosts. (with the exception of competitor matching in the Best Price Program)
10. Adjustments to cost of reservations by discounting is not allowed through Travel Hosts. If a booking requires special circumstances, it must be discussed with Travel Hosts' manager prior to making adjustments to cost, commission, etc.

## **COMMISSIONS:**

1. All reservations are tracked in ClientBase by agency name and are reported to supplier reps monthly or upon request.
2. Commission checks will be processed and mailed to agencies after the end of each month, and will cover commissions received in the Travel Hosts office through the end of the month.
3. Travel Hosts will issue a 1099-MISC statement at the end of each calendar year for tax purposes if the participating agency uses a Social Security number for tax purposes and/or is not incorporated based on IRS guidelines for Independent Contractors.
4. It is the responsibility of participating agency to distribute commissions paid to the agents of the participating agency according to their agreements and business practices. Travel Hosts is not responsible for paying individual agent commissions for participating agency.
5. Commissions on bookings which have remained with Travel Hosts after the termination of this agreement shall be paid within the month received. Any claims to commissions due must be made known to Travel Hosts within 30 days of termination notice.

## **BUSINESS PRACTICES:**

1. Participating agency is responsible for applying for and maintaining any business license required by any governmental bodies or trade entities.
2. Participating agency agrees to abide by all state, federal, IRS, IATA, TRUE and/or CLIA regulations and requirements.
3. Participating agency agrees to provide Travel Hosts with a completed IRS W9 form and is responsible for payment of applicable income taxes.
4. Participating agency indemnifies Travel Hosts for any liabilities arising from actions taken by member agency in the course of its separate business.
5. Participating agency is responsible for obtaining signatures from clients on waiver and disclaimer forms both from the agency and suppliers if applicable.
6. Participating agency is responsible for procuring and maintaining a liability insurance policy and errors and omissions coverage.
7. All terms and conditions as stated, written or oral, by travel suppliers, including all policies and procedures must be adhered to by a participating member. Failure to do so by the participating member is not the responsibility of Travel Hosts. Continued disregard for following acceptable business practices and procedures is grounds for being barred from participating in the host agency program with Travel Hosts.
8. Additional suppliers may be added during the course of this contract. All terms and conditions stated within this agreement will apply to new suppliers entered into the Travel Hosts program.
9. Travel Hosts shall not be liable for expenses incurred by participating agency.

## **CRUISE DESK:**

1. Travel Hosts will pay according to the commission chart listed on page 3. Travel Hosts will keep 1% of the commission from Princess, Cunard, Seabourn and Disney Cruises and 2% from Holland America Cruise Line and Norwegian Cruise Line to cover administrative expenses. Any component such as insurance, transfers, pre/post nights, etc. which is paid at a set percentage which cannot change based on sales will be paid at the rate paid by the cruise line. Commissions will be paid monthly. Back end commissions earned by MAST will be shared according to normal standards for all suppliers.
2. Participating Agency may choose to sell all or some of the available cruise suppliers based on whether your commission levels are below or above the commission levels offered through this program.
3. Current suppliers are Disney Cruises, Norwegian Cruise Line, Cunard, Holland America, Seabourn and Princess. Additional preferred suppliers may be added in the future. Participating agency will be notified when additional suppliers are available to sell through Travel Hosts.
4. Booking platforms are Sabre Cruises, supplier booking engines and Polar Online. Phone reservations may be made with the applicable cruise line. Travel Hosts' CLIA number and phone number must be used by participating agency. Follow Travel Hosts procedures as indicated in the Travel Hosts' Training Manual.
5. Group policies vary by supplier and a minimum number of double occupancy cabins will be required by a single agency to earn a TC credit. If minimums are not met by a single agency, TC credits for group cruise bookings shall remain the property of Travel Hosts.

## TOUR DESK/MAST GROUPS PROGRAM:

Travel Hosts has agreements with suppliers for tour sales and MAST Groups (including MAST Exclusives). MAST Groups requires a separate participation agreement in conjunction with the Travel Hosts Member Agreement/Terms & Conditions. Tour Operators may require agents to create accounts separate from their normal agency accounts. Instructions will be provided. Booking instructions for MAST Groups are available on the MAST website under the Programs Tab/MAST Groups. Booking instructions must be followed in order to obtain special pricing and exclusives offered.

## AIR DESK:

1. Commissions are paid based on supplier information provided at time of booking. Travel Hosts is not responsible for incorrect information displayed on supplier websites. Some travel products may not be commissionable. Fees may be added according to supplier provisions provided on booking engines.
2. Excessive queries and churning with air providers is strictly prohibited. Any costs, including debit memos associated with this practice shall be paid by the participating agency. Suppliers may impose transaction charges for excessive "Look to Book" ratios.
3. Member agencies are responsible for all activity which takes place on your account with air suppliers. This specifically includes, but is not limited to, liability for non-payment, chargebacks, fraud and any other claims arising from usage of a member agency account.
4. Debit memos are the sole responsibility of the booking agent. All research, disputes and payments are to be handled by the booking agent.
5. Fees charged by suppliers are assigned to bookings as agreed between MAST and suppliers. Fees will be taken at the time reservation is paid. Fees may vary based on supplier agreements for air, hotel, car, rail, exchanges, refunds and voids.
6. If you utilize our access to 24/7 supplier call centers there may be a per call charge of \$25 or more based on each individual supplier agreement with Travel Hosts.
7. Form of payment for travel products are to be made according to supplier terms. Credit card processing fees may be passed on to client or booking agency per supplier agreement.

## HOTELDESK:

Travel Hosts has agreements with suppliers allowing for GDS rates, commissionable, net and group rates in web based booking engines. Supplier agreements have been made for additional agent incentives and amenities. See the Travel Hosts' web page on the MAST website for updates.

## PARTICIPATING SUPPLIERS:

The participating suppliers and commission rates a participating agency receives is based on supplier agreements and are subject to change. Override commissions earned, if any, will be paid annually pro rata to participating agencies based on sales. Contact Travel Hosts to register your agency for supplier booking engine access and instructions on how to book with each supplier.

<u>Cruises</u> Commissions are based on commissionable cruise portion. The rate listed is what is paid to Participating Agency.	<u>Air</u> As agreed per supplier	<u>Hotel/Other</u> As agreed per supplier	<u>Tour</u> As agreed per supplier Participating suppliers to be determined
Cunard 14% commission	TripPro (C&H) – Contact Travel Hosts for a login and Travel Hosts' link to TripPro. Commissions and fees are paid directly to your agency. Commissions are sent to your agency.	ezBook – Make sure your agency is affiliated with MAST. Hotels are booked through your agency and commissions are sent to your agency. <a href="https://www.ezbookbyabc.com/">https://www.ezbookbyabc.com/</a>	Tauck 11% commission
Princess 14% commission	Centrav – Book under MAST link <a href="http://www.centrav.com/affiliates/mast.php">http://www.centrav.com/affiliates/mast.php</a>		MAST Groups – Base Commission as outlined annually in the MAST Supplier Commission & Reference Guide
HAL 14% commission			
Seabourn 12% Commission			
Norwegian Cruise Line 14% commission			
Disney Cruise Line 12% commission – Do not book Disney Cruise if your agency is EARMARKED			

Your agents will be provided with Travel Hosts logins for Polar Online and NCL. Agencies are provided with one login for Sabre Cruises. Disney Travel Agents requires self-registration. If you do not plan to book a participating cruise line please indicate so by NOT circling below and you will not be registered with them.

**Please circle the suppliers you plan to book through Travel Hosts:**

Tauck	MAST Groups	Disney Cruise	Cunard
Holland America	Seabourn	Norwegian Cruise	Princess

**NOTE: Duplicate email addresses are not allowed through Polar.**

Please provide email addresses for your agents that are **NOT** currently being used for Polar Online with your agency. Please fill out the OneSource/Polar Agent List and send it to [travelhosts@mvptravel.com](mailto:travelhosts@mvptravel.com) to be provided with individual logins for agents. Agents will be able to transfer their Princess member number to the new account. Instructions will be provided upon completion of their Travel Hosts login.

**REGISTRATION AND ACCEPTANCE OF TERMS:**

By completing the information below and signing in the space provided, you are accepting the terms of the Travel Hosts' Member Agreement/Terms & Conditions.

**PLEASE PRINT:**

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

Agency Name: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Agency City, State, Zip: \_\_\_\_\_

Agency Phone: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

**PLEASE RETURN ALL PAGES AND INITIAL PAGES 1-3. Thank You!**

SCAN & EMAIL TO: [travelhosts@mvptravel.com](mailto:travelhosts@mvptravel.com) FAX TO: 630.282.7389

QUESTIONS? EMAIL OR CALL CARMELITA CHAVEZ

Email: [carm.chavez@mvptravel.com](mailto:carm.chavez@mvptravel.com) Direct Phone: 352.751.4582