



VACATIONS-HAWAII

A Subsidiary of Boyd Gaming Corporation

AIRLINES AIR CHARTER – TRAVEL AGENT AGREEMENT

By executing this Travel Agent Agreement, you acknowledge receiving, reading and agreeing to the terms and conditions set forth in the Participant’s Tour Contract and the additional Terms and Conditions outlined below. Please read this agreement, sign and return it. Until such time as we receive a signed copy of this Agreement from you, federal regulations prevent us from carrying your clients and accepting your payment. No employee or Travel Agent has the authority to change this Agreement.

Travel Agent Procedures and Policy

1. Reservations may be made by telephone, fax or Internet. A written confirmation will be faxed or emailed to you (or mailed in the event you do not have a fax).
2. It is the sole responsibility of the Travel Agent to explain and provide a copy of the Participant’s Tour Contract to your clients, and return a copy of the Participant’s Tour Contract signed by your client to Vacations-Hawaii.
3. It is the sole responsibility of the Travel Agent to collect and forward to Vacations-Hawaii in a timely manner any and all fees and/or cancellation charges including booking guaranteed to the Travel Agency and subsequently canceled.
4. Vacations-Hawaii reserves the right to decline bookings from any travel agent who is in default or who does not abide by these terms and conditions.
5. Vacations-Hawaii reserves the right to decline bookings, which in its estimation, may not be deliverable prior to departure.
6. Vacations-Hawaii charter flights are commissionable at \$20.00 per air seat, except for cancellation fees, when paid by agency check or by major credit card via the Internet.

Travel Agent Payment Procedures

1. Payments and copies of Participant’s Tour Contracts must be received by the due date. Vacations-Hawaii is not responsible for mail delays.
2. Delinquent bookings are automatically canceled.
3. Payment is due seven (7) calendar days after the booking is made except as set forth in paragraph.
4. For bookings made within twenty-eight (28) days of departure, payment is due three (3) calendar days after the reservation is confirmed; within seven (7) days of departure, payment is due at the time of booking and a major credit card (Visa, MasterCard, American Express or Discover) is required at the time of booking to guarantee the payment of cancellation penalties. If your client does not have a major credit card, a faxed copy of your agency check along with the tracking number of a traceable method of delivery (Express Mail, UPS, DHL, FedEx for example) is required.
5. Travel Agent bookings must be paid by agency check drawn on your clients’ trust account or by certified funds (i.e. money order or cashiers check. Personal checks will not be accepted on Travel Agent bookings.)
6. Credit Card payments will be accepted for bookings created on the Internet and paid on the Internet provided they are paid within by the date and time specified when created (usually one (1) business hour after booking). Commissions will be paid the month following credit card payment.

DECLARATION: I have read the Participant’s Tour Contract and the Travel Agent Agreement and hereby consent to and accept all terms and conditions set forth. (Agency Manager may sign for all Travel Agents).

_____, a _____ corporation.

By: _____

Name: _____ TAR/IATA: _____

Title: _____ Phone: _____

DATED: _____