Leisure Travel Alliance
Membership Application

On-Screen Fill-In, Save, Print, Sign.
Fax to: 512-853-5550

LEISURE TRAVEL ALLIANCE, INC.
1200 Lakeway Drive, Suite 18a
Austin, Texas 78734
512-788-5586
800-515-4582

LEISURE TRAVEL ALLIANCE
Professional Travel Counselors
Personalized Service
Worldwide Buying Power
MEMBER AGENCY

Date: ARC/CLIA/IATA/OTHER ID #

Agency Name:

Address:

City: State: Zip:

Primary Phone: Fax:

Owner Name:

Owner Email:

Manager Name: General Email:

Manager Email: Web Site:

LTA Use Only

Initial Fee $

Member Start Date

Renewal Date

LTA Rep

AGENCY PROFILE INFORMATION

Location Information
- ☐ Retail Agency/Commercial Location
- ☐ Home-Based Retail Agency
- ☐ Host Agency/Commercial Location
- ☐ Home-Based Host Agency

General Product Mix
- ☐ Traditional Mix (Air, Cruise, Tour)
- ☐ Primarily Cruise/Tour
- ☐ Primarily Cruise or Cruise-Only
- ☐ Primarily Tour

Your Position
- ☐ Owner/Co-Owner
- ☐ Manager
- ☐ Retail Location Agent
- ☐ Independent Contractor (IC)

Salaried Agents/Staff (If Applicable)
- ☐ 1- 5
- ☐ 6-10
- ☐ 10 or More

Agent ICs (If Applicable)
- ☐ 1- 5
- ☐ 6-10
- ☐ 10 or More

Number of Branches in Commercial Locations (If Applicable)

Travel Industry Experience (Years)

Industry Appointments
- ☐ ARC
- ☐ IATA
- ☐ CLIA
- ☐ OTHER

Estimated Annual Sales $ Estimated Cruise Sales $ Estimated Tour Sales $

Applicant acknowledges that he/she has read Pages 1 & 2 of the Membership Terms & Conditions attachment and agrees to the terms and conditions of membership contained therein.

Leisure Travel Alliance, Inc.

Date:

Title:

Travel Agency/Agent Member

Date:

Title:

THIS DECLARATION ON YOUR COMPANY LETTERHEAD IS REQUIRED BY SUPPLIERS.

PLEASE FILL IN THE FOLLOWING, FOLD OR CUT,
OVERLAY ON YOUR LETTERHEAD, COPY & FAX WITH YOUR APPLICATION TO:

Fax 512-853-5550

Fold or cut here. Copy onto your letterhead and fax.

Date:

Dear Preferred Supplier:

Effective immediately, please accept this letter as my notice that I wish to have my primary and only travel agency consortium, co-op, or franchise affiliation to be assigned to ***Leisure Travel Alliance, Inc.***

Concurrently, I hereby authorize you to remove my agency (and branch offices, if applicable) from the membership or affiliation lists of any and all other travel agency consortia, co-op, and franchise organizations. Thank you.

Sincerely,

Owner/Manager Signature

Owner/Manager Name:

Agency Name:

Industry ID:

Address:

City: State: Zip:

Leisure Travel Alliance Membership Agreement

Between Leisure Travel Alliance, Inc. (Leisure Travel Alliance or LTA) and the Travel Agency or Agent Applicant (Agency or Member) agree as follows:

1. Term of Agreement: The term of this agreement is one-year commencing on the first day of the month following LTA's acceptance of Member's application; provided however, that under certain circumstances LTA may choose to defer the commencement and expiration date in favor of Member. Membership shall be automatically renewed in additional one-year terms unless either party provides 60 days notice to the other party that it does not intend to renew this agreement. Not withstanding any other provision of this agreement to the contrary, Member may choose to terminate this agreement at any time upon 60 days notice to LTA and LTA may choose to terminate this agreement at any time with 60 days notice to Member . If member chooses to terminate this agreement prior to the annual anniversary date, Member will not receive any refund of membership fees or any part thereof previously paid. If LTA chooses to terminate this agreement prior to the annual anniversary date, Member will be entitled to receive a prorated refund of any annual membership fee paid by Member. Notice of intent to terminate this agreement may be made by U.S. mail, express delivery, or facsimile (or by email providing the party receiving notice of termination acknowledges receipt of notice by reply email).

2. Member's Responsibilities: Member agrees to promote and sell to travel consumers the products and services offered by LTA preferred suppliers; provided however, nothing in this agreement prevents Member from selling non-preferred travel suppliers or from entering into direct contracts or agreements with suppliers. Member agrees to familiarize itself with LTA preferred supplier products and services. Member further agrees to display and/or distribute consumer brochures and other preferred supplier materials. Member further agrees to provide reasonable office, Internet, or telephone access to preferred supplier representatives for sales presentation and training purposes and to participate from time-to-time in off-site training events conducted by LTA and its preferred suppliers. Member further agrees to allow LTA and suppliers to deliver business information to Member on a regular basis by mail, telephone, and email (and, on a limited basis, by fax).

3. LTA's Responsibilities: LTA will use its best efforts to negotiate enhanced point-of-sale commission agreements on behalf of Member with preferred suppliers and will provide Member with a schedule of preferred supplier commissions. LTA further agrees to use its best efforts to negotiate supplier marketing programs, pricing concessions, product offerings, and training opportunities for Member's benefit and communicate the details of such opportunities to Member. In some cases, including cases where Member has direct contracts or agreements with suppliers, supplier policies may restrict Member's participation in certain LTA programs.

4. Supplier and Vendor Contracts, Agreements and Terms: LTA will negotiate certain confidential contracts, agreements and terms with suppliers and vendors for Member's benefit. LTA will also negotiate confidential royalty fee, management fee or override agreements with suppliers and vendors for its own benefit and/or for Member's benefit. Member acknowledges that the terms of all contracts and agreements between LTA and it preferred suppliers and vendors are confidential, that such contracts and agreements are the property of LTA and its allied suppliers and vendors, and that LTA and its allied suppliers and vendors have no obligation to disclose confidential terms of such contracts, agreements and terms to Member.

5. Member Sales: Member acknowledges that LTA may choose to terminate this agreement upon 60 days notice if Member does not achieve reasonable levels of preferred supplier sales compared to Member's peer group. Member's net sales actually reported by suppliers to LTA will be used to determine whether Member has met reasonable preferred vendor sales standards. Member agrees that LTA may receive and analyze Member's sales data as provided by suppliers or other travel-related data reporting services.

6. Dual Affiliation: During the time that Member is a member of LTA, Member agrees not to be a member of any similar travel agency organization or franchise organization; provided however, that LTA Management may waive this provision under certain limited circumstances.

7. Member Fees and Costs - Member shall pay the annual membership fee, discounted fee or prorated portions thereof as might be published from time-to-time by LTA. LTA may raise the annual membership fee effective on the membership anniversary date by providing Member with a minimum of 90 days notice of its intent prior to the annual anniversary date. If Member does not intend to renew its membership, member will provide LTA with a minimum of 60 days notice prior to the anniversary date of Member's intent not to renew. LTA will from time-to-time offer Member optional services or programs at additional cost which are not included as a basic membership benefits. Member will have the option to participate in such services or programs at additional cost.

8. LTA Logos, Artwork, and Other Materials: As long as Member remains a member of Leisure Travel Alliance, Member may use such logos, artwork, decals, advertising, marketing and promotional materials as might be provided to Member by LTA. Member may designate itself as a "Member" or "Affiliate" of Leisure Travel Alliance, but only in combination with and subordinate to Member's own independent trade name or business name. Member expressly agrees it shall not represent itself to be Leisure Travel Alliance nor represent that it is a principal, shareholder, owner, manager, management representative, employee or subsidiary of LTA. Member agrees not to make any consumer or business commitments nor cancel any commitments in the name of LTA. Should Member cease to be a Member of LTA, Member agrees to cease using LTA's name, logos, artwork and materials within the earliest reasonable time period during which such items can be removed from Member's doors, windows, signs, stationary, envelopes, business cards, invoices, advertising, marketing, and promotional materials, other materials, and Web sites and other media; provided however, that Member agrees to remove such items no later than 90 days following the termination of Member's membership agreement with LTA.

9. Confidentiality: LTA and Member agree that all information exchanged or obtained by either party regarding the business operations, sales, members, employees, contractors, customers, or suppliers of the other party is confidential and will not be disclosed to any third party.

10. Limitation of Liability: In no event shall LTA, its employees, agents, contractors or members be liable for any direct, indirect, or coincidental damages, injuries, delays, lost profits, lost deposits, lost payments, lost commissions or any other loss, injury or expense to the Member, the Member's agents, the Member's employees, The Member's contractors or the Member's clients arising from or related to this agreement due to the actions, negligence, omissions or default of any travel supplier or other third party, whether or not such supplier or third party is a preferred supplier or vendor to LTA, and whether or not LTA has been advised of the possibility of such damages in advance. As part of this agreement, LTA expressly acknowledges that it has no control over the operations, actions, business practices, financial practices or financial condition of suppliers, persons or other entities with which LTA may have direct or indirect business relationships or agreements. Member agrees that in no event shall the liability of LTA under this agreement exceed the annual membership fee paid by Member. Member further agrees that it indemnifies LTA for any claims, actions, or judgments initiated or obtained by Member's customers, employees, contractors or suppliers, including LTA's preferred suppliers.

11. Choice of Law: This agreement shall be interpreted and the rights of the parties determined in accordance with the laws of the State of Texas and the United States applicable thereto.

Retain this page. Do not fax.