PRINT

Agency Agreement

Instructions

Attached is an IATAN Agent Agreement, which you should complete and return as soon as possible. Upon approval of your application the fully executed Agreement will be returned to you for safe keeping, together with your Certificate of Appointment.

When completing the Agreement, please ensure that the following steps are taken:

1. **Do not date the Agreement**. The date will be included by IATAN upon accreditation of your entity.
2. The complete legal name and address of your entity should be typed or printed on page 2.
3. The signature of the owner or officer should appear on page 5.
4. Have this Agreement notarized on page 5.
5. Return the original Agreement to IATAN with the other requested paperwork.

If you have any questions or need further assistance, please call one of our Customer Service Representatives in Accreditation Services department at 1-877-734-2826 option 1 then 5. Agents located in Puerto Rico can call one of our Customer Service Representatives in Accreditation Services department at 1-877-634-2826.

Agency Agreement

This Agreement, entered into this …….. day of ……, …….
(month) (year)

Between

……..
(Business Legal Name)

having its principal place of business at

…….. …….
(Business Physical Address) (City and State) (Zip code)

(hereinafter called "Agent")

and
International Airlines Travel Agent Network (hereinafter called “IATAN”), a division of the International Air Transport Association (hereinafter called “IATA”), as agent-in-fact for each Airline represented by IATAN and listed on the Certificate of Appointment attached hereto.

Whereby It Is Agreed As Follows:

Effectiveness

1) This Agreement shall become effective between each Airline shown on the Certificate of Appointment attached hereto (hereinafter called "Airline") and the Agent upon signature by the Agent and by IATAN.

   IATAN may amend the Certificate of Appointment at any time by adding the name of any other Airline and this Agreement shall become effective between such additional Airline(s) and the Agent twenty (20) days after written notice is given to the Agent by IATAN, unless within that time the Agent notifies IATAN that it does not wish to represent the additional Airline(s).

   Upon coming into effect this Agreement, including any amendments thereto, shall have the same force and effect between the Airline individually and the Agent as though they were both named herein and had both subscribed their names as parties hereto.

Selling Airline's Services

2) The Agent is authorized to sell air transportation over the services of the Airline and over the services of other airlines as authorized by the Airline. The Agent is also authorized to sell such ancillary and other services as the Airline may authorize.

   All services sold pursuant to this Agreement shall be sold on behalf of the Airline and in compliance with Airline's tariffs, conditions of carriage and the instructions of the Airline as provided to the Agent. The Agent shall not in any manner vary or modify the terms and conditions set forth in any passenger ticket, miscellaneous charges order or other accountable traffic document (hereinafter called Travel Documents) used for services provided by the Airline and the Agent shall complete these documents in the manner prescribed by the Airline.

   The Agent may issue Travel Documents under this Agreement on behalf of the Airline only at locations, which have been appointed by IATAN on behalf of the Airline.

Agency Agreement

ARC*, AIRS* and Airlines Own Travel Documents

3) The terms of the Agent's agreement with the Airlines Reporting Corporation (ARC) shall apply when the Agent sells transportation on behalf of the Airline using the ARC Traffic Documents and the Airline's Identification Plate.

   The terms of the Agent's agreement with the Aviation Industry Reporting System Inc. (AIRS) shall apply when the agent sells transportation on behalf of the Airlines either using AIRS Traffic Documents and the Airline's Identification Plate or when the Agent reports Airline's own Travel Documents through AIRS.

   When the Agent sells transportation on behalf of the Airline using the Airline's own Travel Documents, and such Travel Documents are not reported through ARC or AIRS, the terms that the Airline has set forth in the Appendices of this Agreement, or in a separate agreement with the Agent, shall apply.

Remuneration

4) Remuneration is not provided for in this Agreement. Remuneration shall be that established by the Airline, or as may be mutually agreed between the Airline and the Agent.

Accuracy of Information

5) The Airline, or IATAN on its behalf, may verify the accuracy of any information supplied to it or which has previously been supplied to it by the Agent for the purpose of inducing the Airline to enter into and to maintain this Agreement with the Agent.

Representation of Nature of Entity, Assignment, Change of Ownership, Change of Name, New or Change of Location

6) In entering into this Agreement, the Airline has relied on the information, which the Agent has provided to IATAN for the purpose of causing IATAN to list it. In recognition of the Airline's initial and on-going reliance on the accuracy of this information, the Agent agrees promptly to notify IATAN in writing of any changes to this information in the manner set out on IATAN's website.

   With respect to the business covered by this Agreement, in the event that the Agent plans to assign any of its business rights to others, or to undergo any changes in its ownership interests, or to change its name, or to open other places of business, or to change the location of any of its places of business, the Agent agrees to follow the procedures set forth on IATAN's website and shall promptly notify IATAN of such changes in writing. Should the Agent fail to maintain its accreditation with IATAN or effect any of the foregoing changes without the approval of the Airline, this Agreement may be terminated upon or at any time after the date of such withdrawal from accreditation or the date such change became effective. Such termination shall be without prejudice to fulfillment by each party of all obligations accrued prior to the date of termination. Such termination is without prejudice to the Agent's right to enter into a new agreement with the Airline.

   The Airlines Reporting Corporation (ARC) is a domestic U.S. Corporation providing agent reporting and settlement services in the fifty states, the District of Columbia, Puerto Rico and the U.S. Virgin Islands. The Aviation Industry Reporting System Inc. (AIRS) is a subsidiary of the International Air Transport Association providing agent reporting and settlement services in Guam and the Commonwealth of the Northern Mariana Islands. Reference to the ARC Agreement would apply to those agents in the 50 states, District of Columbia, Puerto Rico and the U.S. Virgin Islands who have executed the ARC Agent Reporting Agreement. Reference to the AIRS Agreement would apply to those agents in Guam and the Commonwealth of the Northern Mariana Islands who have executed the Industry Settlement Plan Agent Reporting and Settlement Agreement.

Agency Agreement

Termination

7) In addition to the provisions of Paragraph (6), this Agreement shall be terminated as between the Airline and the Agent where
   a) the Airline, or IATAN acting on its behalf, gives the Agent a written notice of termination;
   b) the Agent gives IATAN a written notice of termination in respect to the Airline;
   c) the Agent fails to maintain its accreditation with IATAN or fails to pay the prescribed fees to IATAN or ceases business.
   d) Is found that it no longer meets IATAN accreditation requirements or has been found to be in violation of such requirements.
   e) Notice of termination may be given at any time by notice in writing physically delivered to the Agent or IATAN or posted by registered mail to the Agent or to IATAN. Such notice shall take effect immediately upon its receipt or at such later date as is specified therein. Such notice shall be without prejudice to fulfillment by each party of all obligations accrued prior to the date of termination.

Indemnities

8) The Airline will indemnify and hold harmless the Agent, its officers and employees or any other person duly acting on the Agent's behalf from liability for any injury, loss or damage arising in the course of transportation or other ancillary services provided by the Airline pursuant to a sale made by the Agent hereunder or arising from the failure of the Airline to provide such transportation or services, except to the extent that such injury, loss or damage is caused or contributed to by the Agent, its officers or employees, or other persons duly acting on the Agent's behalf.

   The Agent will indemnify and hold harmless the Airline, IATAN, and IATA, their respective directors, officers, employees or other persons duly acting on their behalf from liability for any loss, injury or damage arising from any negligent act or omission of the Agent, its officers or employees, or any other person duly acting on the Agent's behalf, or from any action or failure to take action by the Agent, except to the extent that such injury, loss or damage is caused or contributed to by the Airline, IATAN, or IATA, their respective directors, officers, employees or other persons duly acting on their behalf.

Notices

9) Notices under this Agreement shall be sent to the Agent at the address set forth above (or to such other address that the Agent has notified IATAN in writing) and to IATAN at 703 Waterford Way, Suite 600, Miami, Florida, USA, 33126-4676 (or to such other address that IATAN has notified the Agent in writing).

Additional Provisions

10) The additional provisions set forth in Appendices hereto are incorporated herein, but any provision is effective only with respect to the Airline if it so indicates on the Appendix.

Specific Instructions

11) In all other respects, the terms and conditions governing the relationship between the Airline and the Agent are as directed by the Airline, or by IATAN on behalf of the Airline, from time to time.

Severability

12) If any provision of this Agreement is held to be invalid, this shall not have the effect of invalidating the other provisions, which shall nevertheless remain binding and effective between the parties.

Agency Agreement

Applicability

13) This Agreement applies to all the Agent's locations in the United States (all 50 States, the District of Columbia, all territories, possessions and trust territories, including the Commonwealth of Puerto Rico) and it supersedes any and all prior Passenger Sales Agency Agreements between the parties made through IATA and/or IATAN without prejudice to such rights and liability as may exist at the date hereof.

Governing Law

14) This Agreement shall in all respects be governed by the laws of the **State of New York**.

In Witness Whereof:

IATAN acting as agent-in-fact for the Airlines severally listed in the attached list.

WITNESS: ……. ……..

(IATAN Representative) (Authorized IATAN Representative)

(Above to be completed by IATAN)

By: ……

(Signature of Owner / Legal Representative)

……

(Printed Name)

Notary Public

State of ....., in the county of ..... on ..... day, of the ..... month, in the year of ..... , (name) ..... appeared before me and stated that he/she is the (owner/title) ..... of (name of organization) …… and that the information provided on this form is true and correct

My commission expires on (date): ..... Notary Public: .....

Agency Agreement

Appendix A

AVIANCA

Where the Agent sells transportation on behalf of the Airline using the Airline's own Travel Documents, the terms of this Appendix shall in addition apply.

Care Of Airline Documents

1. The Agent shall exercise due care in ensuring the safe custody of all Travel Documents which the Agent has received from the Airline and which have not as yet been delivered to its customers. In exercising this care, the Agent shall follow the instructions of the Airline or, in the absence of such specific instructions, shall comply with the minimum security standards prescribed for International Airlines Travel Agents and the procedures for reporting the thefts as prescribed on IATAN's website. The forms and documents which the Agent receives from the Airline remain the sole property of the Airline, and at the Airline's sole discretion, all unused forms and documents received from the Airline shall be immediately returned to the Airline or IATAN acting on behalf of the Airline or either's designee. The Agent shall return all Travel Documents when it ceases to be under appointment to the Airline, and the Agent is responsible to the Airline for any loss, use or misuse of these documents until accounted for to the Airline.

Reporting

2. The Agent shall submit Sales Reports and follow the accounting instructions provided to the Agent by the Airline.

Monies Due by Agent to Airline - Remittance

3. The monies for sales made pursuant to this Agreement are due by the Agent to the Airline when the Travel Document is issued. The monies collected by the Agent pursuant to this Agreement shall be the property of the Airline and shall be held by the Agent in trust for the Airline until satisfactorily accounted for to the Airline and settlement made.

   The Agent shall remit to the Airline monies collected for services sold pursuant to this Agreement at such times and under such conditions as the Airline stipulates.

Credit Card Sales

4. The Agent shall not be responsible for the collection of amounts payable under the Universal Air Travel Plan, any credit card recognized by the Airline, any installment plan recognized and made available to the public by the Airline (except for the initial payment under such plan), or for Travel Documents issued by the Agent in accordance with a prepaid ticket advice, unless the loss is attributable to the agent's failure to adhere to the procedures governing such sales. The procedures governing sales made under these arrangements are contained on IATAN's website or provided to the Agent by the Airline.

Refunds

5. The Agent shall make refunds only on written instructions of the Airline and only to the person authorized to receive the refund in accordance with the tariffs, conditions of carriage, rules, regulations and instructions issued by the Airline.

Agency Agreement

Inspection and Audit

6. The Agent shall maintain adequate records and accounts, together with supporting documents, recording the details of all transactions effected under this Agreement, including accounts and supporting documents evidencing the sale of arrangements for inclusive tours in conjunction with air transportation. Such records, accounts and documents shall be preserved by the Agent for at least two years from the date of the transactions to which they relate. They shall be available for audit or other inspection at any reasonable time and for copying by the Airline, or IATAN on the Airline's behalf.

Effective as between Agent and all airlines listed on the Certificate of Appointment except the following airline(s):

AVIANCA

Appendix B

Air-India

The following additional provisions are incorporated in the Agent Agreement with respect to the airlines noted below:

1) This supplemental Agreement supplements the IATAN Agent Agreement and supersedes any inconsistent provisions of the IATAN Agent Agreement.

2) No Air-India appointed IATAN agent will be permitted to reissue or exchange travel documents previously issued by another agent or airline without prior written consent of the carrier on which it is written. Failure to abide by this condition will result in the termination of agencies appointed by Air-India and the agent will be liable for full value of any such reissues.

3) An Air-India appointed agent may issue an Air-India traffic document in exchange for an Air-India traffic document previously issued and paid for through ASP of ARC by that entity. (This provision not applicable to agents located in Puerto Rico, the U.S. Virgin Islands, and the U.S. Territories and Possessions in the Pacific)

4) All Air-India appointed agents shall maintain all records pertaining to sales on Air-India for at least a three-year period from date of sale and shall provide Air-India with access to those records.

5) Agent agrees to comply with all instructions issued by Air-India from time to time.

6) Air-India reserves the right to terminate the agent agreement without the requirement of notice to the other part, on the occurrence of one of the following:

    a) Failure to remit appropriate monies when due;
    b) Failure to abide by the terms and conditions of this agreement;
    c) Filing of a bankruptcy petition by the agent and/or filing of an involuntary bankruptcy petition against the agent by a creditor of the agent;
    d) Entity ceases to do business or chooses to operate as a non-appointed entity;
    e) Entity engages in fraudulent business practice;
    f) Any refusal to surrender Air-India documents and/or plates when requested.

Effective as between Agent and following airline(s):
AIR INDIA

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