



# IATAN 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 4.
4. Have this Agreement notarized on page 4.
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.



# IATAN Agency Agreement

This Agreement, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(month) (year)

between \_\_\_\_\_ having its  
(Business Legal Name)

principal place of business at \_\_\_\_\_  
(Business Physical Address)

(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:

**1. Effectiveness.** 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.

**2. Selling Airline's Services.** 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.

**3. ARC\*, AIRS\* and Airlines Own Travel Documents.** 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.



**4. Remuneration.** 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.

**5. Accuracy of Information.** 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.

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

**7. Termination.** 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.

**8. Indemnities.** 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.

9. **Notices.** 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).

10. **Additional Provisions.** 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.

11. **Specific Instructions.** 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.

12. **Severability.** 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.

13. **Applicability.** 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.

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

IN WITNESS THEREOF:

\_\_\_\_\_  
IATAN Representative

\_\_\_\_\_  
IATAN Authorized Representative

(Above to be completed by IATAN)

By: \_\_\_\_\_  
(Signature of Owner / Legal Representative)

\_\_\_\_\_  
(Printed Name)

**Notary Public**

State of \_\_\_\_\_, in the country of \_\_\_\_\_ on \_\_\_\_ day, of the \_\_\_\_\_ month, in the year of \_\_\_\_\_, before me appeared (name) \_\_\_\_\_ and stated that he/she is the (title) \_\_\_\_\_ of (name of organization) \_\_\_\_\_ and that the information provided on this form is true and correct. My commission expires on (date): \_\_\_\_\_ Notary Public: \_\_\_\_\_