

# Couples Cruise, L.L.C.

## Reseller Agreement

### FULL SHIP CHARTERS

The undersigned parties, Couples Cruise, L.L.C. , hereinafter CC, and the Reseller

Hereinafter RS, (Mailing address)\_\_\_\_\_

(Phone)\_\_\_\_\_ (Email)\_\_\_\_\_

agree to the following terms and conditions, as of (Date) \_\_\_\_\_ :

1. CONTACT INFORMATION:

Couples Cruise, LLC  
1025 Bienville Street  
Suite 7  
New Orleans, LA 70112  
800-927-6672  
Tess@couplescruise.com

2. NATURE OF CHARTERS: CC agrees to restrict its full ship charters to adult only passengers on which guests can enjoy a clothing optional experience to the extent allowed by the cruise line and local authorities. Reseller agrees that it will advise its clients as to the adult nature of CC full ship charters.

3. COMMISSIONS: For procuring orders for cabins on CC large full ship charters, RS will be paid the following commissions based on full net cruise fare, exclusive of gratuities, taxes, and fees:

1 to 8 cabins:	5%
9 to 25 cabins:	10%
26 - 65 cabins:	15%
66 or more cabins:	20%

For Group sailings or river cruise sailings, RS will be paid the following commissions based on full net cruise fare, exclusive of gratuities, taxes, and fees:

1 to 5 cabins:	10%
6 to 10 cabins:	15%
11 or more cabins:	20%

Tier 1 and Tier 2 affiliates of Couples Cruise will be paid with the commission structure listed above. Tier 2 affiliates of other Tier 1 affiliates will be paid by their Tier 1 affiliate and the commission structure is arranged between them.

Passengers can get a 5% discount for prompt payment by good check or wire transfer. We offer this discount to clients because if they pay by check or wire transfer, then we do not incur any merchant fees. If RS processes their own client's credit cards they have the option to offer this discount to their clients, as they will not have to pay their merchant fees, but the full price of the cabin must be paid to CC. Commissions will not be affected.

Note: 3<sup>rd</sup> and 4<sup>th</sup> guests in a cabin will earn a commission of 10%

Commissions are paid only on cash earned. Credits received from blogging and other discounts do not apply toward commissions. Commissions will not be paid on discounted staff cabins.

Commissions shall be paid within 30 days after the conclusion of a sailing. There will be a final statement sent within 30 days after the cruise to adjust for all no-shows, cancellations, transfer fees, chargebacks, etc.

4. **RESELLER INVENTORY:** RS has the option of purchasing any cabins to add to their exclusive inventory. Should RS put a deposit on a cabin; RS will be subject to the identical terms as a regular customer. Should a customer later purchase this cabin after a price increase from the RS, then the RS shall only pay CC the original price owing on the cabin, keeping the difference.

Excess funds paid to CC, for example the original deposit, shall be refunded to the RS after the cancellation date.

5. **LATE FEES:** RS must provide all payments on or before the due date or the RS will be subject to the following penalties:

up to 15 days late: 1% of invoice

15 days to 30 days late: 1.5% of invoice

30 days or more: 2% per month

6. **NO SHOWS:** For any no-show sold by RS, the total commissions shall be reduced by \$210 per person or the amount of the penalty imposed by the cruise line, whichever is greater.

Any no-show cabin will automatically revert to CC at the close of embarkation boarding.

7. **COMPLIANCE WITH POLICIES:** RS agrees that RS shall not deviate from the terms, conditions, and payment schedules established by CC. With the exception of promotions that may be available from time to time by CC, the offering of any incentive that effectively discounts a cabin is prohibited. CC, at its discretion, may reduce the commissions due to a RS by the total value of the unauthorized incentives provided to the customers of that RS. Promotions that effectively discount the price of a cabin include, but are not limited to the following:

- A. Free or discounted transfers
- B. Free or discounted hotel rooms
- C. Airfare and airfare credit
- D. On Board credits
- E. On Board amenities for example free meals in premium restaurants, liquor and champagne

RS may provide RS S.W.A.G. and logo items.

It being difficult to ascertain the exact dollar amount of the incentives and the negative impact of the incentives offered in violation of this contract, and as information required to compute a penalty is in the control of the RS deemed to be in violation, the commission of the RS shall be reduced by \$100.00 for every cabin sold by that reseller. RS agrees that the aforementioned penalty is reasonable.

8. RS agrees to promote official CC excursions to their clients and not advertise, set up or promote any excursions not set up directly by the cruise line. Violation of this provision shall incur a commission penalty of \$20,000.00.

9. COUPLES: RS agrees that cabins are to be sold to couples consisting of one male and one female. Exceptions on a limited basis may be made with the prior approval of CC. Third or fourth passengers may be booked into a couple's cabin with the prior approval of CC. Any person presenting at the port for boarding without their partner shall be denied boarding unless prior approval has been obtained by CC.

10. MANIFEST and BOOKINGS: A booking is not complete until the following items are accurately provided to CC:

- A. Correct names that agree with the passenger's passport or other identification intended to be used for boarding.
- B. Dates of birth for each passenger.
- C. Citizenship

Every RS shall use the booking engine provided by CC. No third party booking engine shall be used to sell or promote CC products.

11. DELAYS AND DEVIATIONS: CC cannot be held responsible for any weather, mechanical problems, health problems, or any other contingency out of the control of CC that impacts the cruise or the boarding of passengers. There will be no refunds for missed ports. It is the responsibility of each passenger to ensure that they embark the ship prior to departure at each port. CC shall not be responsible for any airfare or other charges which the passenger may incur should they miss the ship. For purposes to liability, CC is the third party beneficiary of the contract of passage provided to each passenger by the cruise line.

12. **CONDUCT:** Each guest shall be required to sign a Code of Conduct form provided by CC before embarking on the cruise. It is the RS' responsibility to get this form to the passenger as soon as possible. Any guest that refuses to sign the Code of Conduct form will not be allowed to embark and will not receive a refund.

Any guest who does not comply with these rules and the guest conduct policy of the cruise line will risk being removed from the ship with the other occupants of that person's cabin. In the event a passenger is removed, there will be no refund and it will be the passengers' responsibility to incur any associated costs of lodging or transportation.

13. CC will not enter into any co-op advertising, free cabins or other marketing incentives.

14. **CUSTOMER COMMUNICATIONS:** RS agrees to place our FAQ's on their website and to inform their customers of any terms contained herein that apply to passengers, by way of example and including, but not limited to the following:

A. Conduct and Conduct Form

B. Responsibility for embarking on time at each port

C. Advisability of presenting for boarding as early as possible on embarkation day

D. Themes and other information provided by CC that is pertinent to the customers' experience

E. Must refer to all of our cruises by our trade name "Couples Cruise<sup>®</sup>" on every newsletter and website listing about our cruises.

F. Cannot re-brand our cruises as any other name or take credit for chartering or producing the cruise. RS and their Tier 2 affiliates must follow all CC marketing and brand style guidelines. The Couples Cruise Brand Guide will be supplied to all resellers and Tier 2 affiliates.

G. You must include all Couples Cruises in all regularly scheduled newsletters that include other brands and products. You do not have to include our Couples Cruises in a sale or one time announcement, but if there is more than one brand being advertised, our brand should be advertised as well.

15. **MEDIA:** Reseller agrees that any picture and graphics used in its media shall be approved by or provided by CC. In all cases where any picture of the ship is used, the ship's registry must be tagged on the picture.

RS will not be authorized to shoot video or photos on board any charter without both permission to shoot/video record and approval of any media before it is used to promote any Couples Cruises. No photos or media taken on board a Couples Cruise can be used to promote any other cruise, travel agency or events.

16. **CABIN PAYMENTS:** Any booking on the booking engine that does not have a form of payment attached will be put back into inventory if a form of payment is not provided or arranged within 3 business days, unless prior approval is obtained by CC.

17. **CHARGEBACKS:** Chargebacks will be assessed a fee of \$75.00. The RS will be notified and the cabin cancelled at the end of the third business day.

18. **NAME CHANGES:** At any time prior to one business day of the manifest deadline, established by the cruise line (typically 72 hours prior to sailing), a single name change is permitted with no penalty. Double name changes up until final payment are considered a cancellation and will be subject to the cancellation penalties published by CC.

19. **CABIN TRANSFERS:** Shall a customer desire to sell his cabin after final payment has been made, and the RS desires to facilitate said change, the transfer may be made and will be subject to a transfer fee of \$250.00.

20. **EMAILS:** We will not solicit or promote to any emails from our affiliates. We will not market to any of your customers by email or phone as long as you are actively selling our Couples Cruises. Actively selling means that you are:

1. Listing all our cruises on your site
2. You have a link to book our cruises prominently displayed
3. Our products are being advertised in regularly scheduled newsletters and promotion

If you remove our cruises and links and discontinue promoting Couples Cruises, then we have the right to contact these customers that have shown interest in our cruises but no longer have access to them via your agency.

21. **COCKTAIL RECEPTIONS:** CC will arrange a free, one hour, open bar, cocktail reception for the top four resellers that sell a minimum of 125, full priced cabins (not including discounted or industry priced cabins). This cocktail reception will be advertised in the daily cruise program.

22. **MODIFICATIONS:** CC has the right to modify this contract for future transactions upon seven days notice to RS. This contract supersedes any previously signed contracts with CC.

23. **SEVERABILITY:** Should any term in this contract be void, all other provisions shall remain in force.

24. **JURISDICTION AND VENUE:** The parties agree that this contract is made and entered into in New Orleans, LA, and is subject to the laws of Louisiana and the venue for any action shall be Orleans Parish, Louisiana.

25. **FORCE MAJEURE:** Neither party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority.

25. ENTIRE AGREEMENT: This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties, and this Agreement contains all of the covenants and agreements between the parties with respect to the reselling of Couples Cruises. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties or form additional terms of this Agreement.

Signed:

\_\_\_\_\_  
Reseller, Dated \_\_\_\_\_

\_\_\_\_\_  
Couples Cruise, LLC, Dated \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

EIN or SS# \_\_\_\_\_