

Agent / Affiliate Selling Agreement

This agreement is entered between _____ "_____", (hereafter referred to as Agent) and **Pacific Historic Parks**, located in Waipahu, Hawaii, in good faith to promote and sell tours.

Pacific Historic Parks and Agent agree to the following:

A. EFFECTIVE TERM: _____, _____, **2024 through December 31st, 2025**

Any party may terminate this Agreement upon a 15-day written notice to the other party.

B. RATE: 20-25%

Pacific Historic Parks will charge Agent the rates set forth in the current Confidential Net Rate Exhibit, which are attached and are a part of this Agreement and may be updated from time to time. Agent will not advertise or sell Pacific Historic Park's products for less than the Retail Rate as set forth in the Confidential Net Rate Exhibit. Any deviation from these must be approved in writing by Pacific Historic Parks before publishing. Prices are subject to change with 30-day notice in the event that taxes, fees, surcharges, or other costs beyond the direct control of Pacific Historic Parks are increased during the term of this agreement. Should prices be increased, Pacific Historic Parks will honor any presold tickets at the prevailing rate at the time of sales as long as the sales was made prior to notification being received by the agent and no later than 15 days from the time of transmitting the new rate sheets. The agent will provide a detailed list of all tours presold and the names of the customers for each ticket or set of tickets.

C. PAYMENT POLICY:

The Agent agrees to pay for all tours ordered via Fareharbor, Pacific Historic Parks will not collect, save, or return any vouchers. Any subsequent changes to this process must be in writing and approved by the director of sales and marketing in advance of any orders to validate the change of additional billing support.

In special cases, all invoices billed by Pacific Historic Parks shall be due Net 30 from invoice date. Invoices will be sent on or prior to 10 days after the end of each month.

Preferred payment by check, payable to:

Pacific Historic Parks
94-1187 Ka Uka Blvd
Waipahu, HI 96797
ATTN: Accounts Receivable

ACH may be available for large one-time group purchases, please contact Accounts Receivable for more information.

All disputes must be initiated in writing along with appropriate documentation within 15 days of invoice date. Upon receipt of the written dispute and investigation, Pacific Historic Parks may issue a debit or credit memo as deemed necessary, to be applied to the invoice in question.

Invoices not paid within 30 days will be sent a reminder. Invoices not paid within 45 days may result in suspension of service. Guests sent by Agent may be turned away until past due amounts are paid in full.

The undersigned acknowledges that Pacific Historic Parks reserves the right to change the credit terms and conditions in case of default by the Agent or at any time at our discretion.

D. ADVERTISING AND PROMOTIONS:

The Agent must obtain Pacific Historic Park's written approval before using their name and/or logo in any of its advertising and promotional materials. Any agent not adhering to these requirements may result in the cancellation of this agreement by Pacific Historic Parks.

The agent may not advertise our products below the retail rate as listed on the attached Net Rate Exhibit with out written permission.

E. INSURANCE:

Upon request, Pacific Historic Parks agrees to provide Agent with a Certificate of Insurance as evidence that the Agent has been included as an additional insured under Pacific Historic Park's insurance policies, in respect to the Agent's interest as a promoter and seller of tickets, upon request. Agent should provide a Certificate of Insurance upon request to Pacific Historic Park. Identification should be: Pacific Historic Parks.

F. CONDITIONS:

1. Pacific Historic Parks and Agent mutually agree to keep all items of this agreement confidential unless prior written consent is received from the other.
2. This agreement may not be transferred or assigned by Agent.

AGREED & ACCEPTED BY:

Company Name: _____

Pacific Historic Parks
94-1187 Ka Uka Blvd.
Waipahu, HI 96797

Address: _____

Print Name & Title

Lee Collins **Date**
Director of Sales & Marketing

Authorized Signature **Date**