LETTER OF AGREEMENT

I. DEPOSIT AND PAYMENT SCHEDULE
The following schedule will apply for the handling of prepayments, deposits and final payment of all charges from Travel Services, Inc. (hereinafter called TSI).

A. A good faith deposit of $1000.00 will be required in order to hold the dates with TSI for this program operation. This deposit is fully refundable up until 120 days prior to program commencement, at which point it becomes non-refundable. Program commencement date will be considered that date on which the bulk of the group is scheduled to arrive, regardless of whether or not arrival transfer service has been planned through TSI. That date appears in related correspondence.

In any case where the total estimated charge for services is less than the sum of $1000.00 TSI will be prepaid the full amount of services in lieu of the $1000.00 good faith deposit.

B. Certain suppliers will have specific deposit or guarantee requirements that will result in additional deposit request from TSI anywhere from 90 to 45 days prior to the commencement of the program. These apply primarily to areas such as boat charter, venue rental fees, and at times, certain F&B arrangements.

A deposit sufficient to bring the total funds on hand at TSI to 90 percent of estimated billing will be required in the offices of TSI at least 14 days prior to program commencement. The final balance due will be required upon rendering of the final invoice. In any case where the total estimated charge for services is less than the sum of $2,000.00, TSI will be prepaid the full amount of services. Any arrangements to the contrary of this section shall be requested and agreed to in writing, in advance.

All rates quoted by TSI are truly net, and thus no provision is made for payment by credit card. If the client wishes this form of payment, as a convenience, then a 3.5 percent service fee will be added to all billing in order to defray the very real cost of the paperwork involved, the commissions to be paid the credit card company, and the cost of money over time, while waiting for payment. For any payment made via wire transfer, the local banking system imposes a charge that will be charged back to the client. Normally this fee ranges from $25.00 to 45.00 per transfer. All payments must be in U.S. Dollars, and any checks or bank drafts must be drawn on U.S. Banks.

Unless otherwise stated, none of the rates quoted include discretionary gratuities to dispatch staff, driver guides, boat crews, hiking, walking or trail guides. Such gratuities are not at all mandatory. If the participants in your program have been led to believe that such gratuities are included and you intend to cover this item of expense, you can do so on a direct basis or through your billing from us. If it is your intention to cover this item of expense as opposed to allowing the participants to tip on their own, we should be advised of this fact ahead of time.

II. GUARANTEES AND CANCELLATION POLICY
In the event of cancellation of this agreement following its signing by both parties, the following cancellation schedule will apply.
A. Cancellation from the date of signature until 120 days prior to program commencement will result in full refund of all funds on deposit except for those that may have been made to cover item I.B. above. The refundability of any portion of those funds will be in accordance with the schedule noted at the time that guarantee deposit is requested.

B. Full program cancellation from 120 days prior to commencement until 60 days prior will result in a 75 percent refund of all deposits made with the exception of the initial good faith deposit and any deposits that are received and obligated under section I.B.

C. Full program cancellation from 59 days prior to program commencement up until 31 days prior will result in a 50 percent refund of all deposit funds received, with the exception of the initial good faith deposit and any deposits that are received and obligated under section I.B.

D. Full program cancellation inside the final 30 days prior to program commencement will result in a 25 percent refund of all deposits paid, with the exception of the initial good faith deposit and any deposits that have been received and obligated under section I.B.

E. Unless otherwise advised, cancellation of any food and beverage function 96 or fewer hours prior to the event will result in a full charge being made for that event.

F. Cancellation of any boat charters inside of the final 30 days prior to usage will be charged full rate.

G. Cancellation of step-aboard guides and hospitality desk personnel must be accomplished at least 72 hours in advance in order to avoid late cancellation penalty. These trained individuals are in limited supply and must be contracted well in advance, and last minute cancellations of same can result in lost opportunity to the individual cancelled, hence the charge.

H. Cancellation of any horseback-riding event inside of the final 48 hours prior to usage will be charged full rate, unless otherwise advised. In some instances a guarantee will be required earlier than the 48 hours stated above.

I. Cancellation of any ground transportation or tour anytime after 9:00 AM the day prior to scheduled usage will result in full charge.

J. Fall off from guarantees will result in full charge for no-shows. The normal guarantee period for various types of services or functions is:

1. Catamarans - 30 days prior
2. Deep Sea Fishing boats – 15 to 10 days prior depending upon boat – will be advised at time of confirmation.
3. Kayaks and Mountain Bikes – Must be guaranteed in concept 30 days prior (minimum may be guaranteed) with final guarantee 72 hours prior.
4. Specialty venues – varies with location. To be advised at time of confirmation.
5. Food and beverage – 96 hours unless otherwise advised.
7. Ground transportation for transfers and tours – 9:00 AM day prior.
8. Golfing – guarantee periods vary from one month to 72 hours depending upon volume and course.
K. If inclement weather causes cancellation of a boating event, the transportation scheduled in order to get the participants to and from the affected marina will be charged at only 50%. In the event the client wishes to have that equipment available during what would have been the same time period for which it was originally allocated, he may request that it stand by. The client will be charged the original scheduled rate for the guaranteed amount of participants, and the equipment remains his to use in an appropriate manner throughout that time period.

III. FORCE MAJEURE
A. The performance of this agreement by either party is subject to acts of God, war, governmental regulations, strikes, civil disorders, demonstrations, or any other emergency that might make it illegal or impossible to provide the facilities or services originally contracted. In any such case TSI will make no charge for its own transportation services that could not be rendered, and will attempt to negotiate equal treatment for the client from its service providers from whom it may have subcontracted. It is not normally envisioned that subcontracted services would be charged for under the terms of this paragraph.

B. This agreement may be terminated by either party for any one or more of the reasons described within this section by providing written notice from one party to the other stating the cause of termination.

IV. ACCEPTANCE
The specifications outlined in all of TSI’s correspondence with the client, be it via e-mail, fax, or letter, are only tentative and not necessarily confirmed until this agreement, signed, is returned to TSI.

V. CONDITIONS/TERMS
All terms, conditions and services described and confirmed in all correspondence from TSI shall constitute its commitment to the client, and the full extent of that commitment under this agreement. In the event of any dispute wherein the client feels terms of this agreement have been breached, the total liabilities shall not exceed the price agreed upon in correspondence. Settlements may be arbitrated under the rules of the American Arbitration Association whose ruling will be final in any court of jurisdiction. Any modification to this agreement must be made in writing and signed by authorized representatives of both parties.

ACCEPTED BY:    ACCEPTANCE BY:

_________________________    ____________________________
Company

_________________________    ____________________________
Authorized Signature/Date    Authorized Signature/Date

_________________________    ____________________________
Position                  Position