

VACATIONS BY RAIL AGENCY AGREEMENT

By making a reservation and/or booking with VBR Tours, LLC dba Vacations By Rail ("VBR", "We" or "Us") on behalf of your client ("they", "Client", "Clients"), you ("Agent", "Agency") agree to the terms of this agreement.

1. Appointment: VBR hereby appoints Agency as their authorized agent to sell tours (the "Tours"). Agency shall use reasonable commercial efforts to promote and sell the Tours in accordance with this Agreement, giving the Operator at least as good a recommendation and exposure to potential clients as it does other tour operators. Agency shall not discount the Tours or rebate any of its commission without VBR's prior written consent.

2. Marketing: Agency may refer to or feature any of the Tours on its own website or in other media, but Agency must obtain VBR's prior written approval of all information and material relating to the Tours placed on Agency's website, and Agency must ensure that all such information and material is accurate, clear, and complete. Due to licensing restrictions, Agency is prohibited from using any of the images on VBR's website or other media channels.

3. Participant Agreement: Agency shall familiarize itself with the VBR's Booking Agreement for Tour participants (the "Terms & Conditions"), and Agency shall refrain from making any statement to Clients about the Tours that is inconsistent with the Terms and Conditions.

4. Credit Card Payments: For credit card sales, Agency shall require its Clients to make payments to VBR in accordance with the deadlines for each Tour and in accordance with the Terms & Conditions. Agency shall obtain the cardholder's signature, card imprint or card photocopy, and approval code on every charge transaction. Agency shall indemnify VBR against all credit card charge backs for Agency's Clients due to failure to obtain an imprint, photocopy, signature, or approval code, or any unauthorized acts by Agency in connection with such charges.

5. Non-Credit-Card Payments: For non-credit-card sales, Agency shall remit payments to VBR in accordance with the deadlines for each Tour and in accordance with the Terms & Conditions. VBR shall have no obligation to Agency or any Client for whom Agency has not made timely payment.

6. Insurance: While not required, VBR strongly encourages Agency to ensure all Tour participants purchase suitable and adequate personal travel insurance, including coverage for cancellation charges, 24-hour emergency medical assistance, medical expenses, and medical repatriation. VBR can facilitate the purchase of a policy through its preferred providers or Agency can secure a policy on his/her own.

7. Commission: VBR pays commission on reservations and/or bookings that are made by Agency on behalf of his/her Client. Agency is not eligible to earn commission on existing reservations or bookings that are made directly with VBR and the Client has paid a deposit. VBR will issue payment for the commission listed in Schedule 1 within 30 days following the departure of the Tour. If the Tour is cancelled by the Client or VBR, Agency will not receive commission payment except in the case where the Client's monies are retained in full by VBR. VBR respectfully requests that commission checks are cashed within 6 months of issue date.

8. Booking Procedure: Agency is responsible for ensuring each Client 18 and over understands, acknowledges, and agrees to the Terms & Conditions when the Client makes a deposit. In the event the Client later has a claim of any kind against VBR, VBR shall have no liability to Agency other than the operator's obligation to the Client under the Terms & Conditions. Agency shall indemnify, hold harmless and defend VBR and the operator from and against all losses and attorneys' fees arising out of or related to: (a) claims by Agency's Clients who do not sign the reservation form or click "I Agree" on the operator's website; and (b) Agency's acts or omissions.

9. Changes: Agency shall notify Clients immediately of any corrections, alterations, or other information concerning any Tours about which VBR notifies Agency.

10. Complaints: Agency shall notify VBR of any complaint concerning any of the Tours immediately on receipt, and Agency shall immediately forward to VBR all correspondence, documents and other communications that are intended for VBR.

11. Term and Termination: This Agreement shall become effective as the date the Agency makes a reservation and/or booking with VBR on behalf of his/her Client and shall remain in effect until either party gives written notice of termination. Termination shall not affect the duties of either party with respect to bookings made before terminations.

12. Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction and venue of the federal or state courts in Illinois as to all matters arising from or in connection with this Agreement. In the event of legal action between the parties on account of any alleged default by either hereunder, the prevailing party shall be entitled its reasonable attorneys' fees and costs in connection with such action.

SCHEDULE 1

- Itineraries operated by Vacations By Rail or Great Rail Journeys are commissionable as follows:

Prior years' sales revenue (annualized)	Commission level (%)
Less than \$20,000	10%
\$20,000 - \$74,999	11%
Over \$75,000	12%

- Commission is capped at 5% for any booking where an AARP member discount has been applied
- Third-party itineraries are commissionable at 5%
- The following items are non-commissionable across all programs:
 1. Hotel bookings, where the hotel booking does not form part of the Tour itinerary as featured in the operator's brochures or websites or otherwise advertised or advised by the operator in writing
 2. Optional excursions and transfers (excluding tour extensions, which are commissionable)
 3. Connecting rail
 4. Accommodation upgrades on Amtrak (i.e., bedrooms, roomettes)
 5. Credit card charges
 6. Travel insurance
 7. Discounts and promotions
- Upon making a reservation or booking, Agency will automatically be enrolled in VBR Agent Rewards, Vacations By Rail's incentive program for travel professionals.