

American Airlines

American Airlines Group & Meeting Travel

Version: 10/2/19

Group Travel Agency Agreement

This Group Travel Agreement (this “Agreement”) is entered into by the registration by Agent, by and between American Airlines, Inc., a Delaware corporation, with its principal place of business at 1 Skyview Drive, MD 8B200, Fort Worth, Texas 76155 (“American”), and the travel agency that is completing the registration (“Agent,” and together with American, the “Parties,” and each individually, a “Party”). This Agreement, together with any other relevant agreements governing the relationship between Agent and American, including, but not limited to, the Governing Travel Agency Agreements, the Addenda to Governing Travel Agency Agreements, and the Rules (all of which shall apply to the Group bookings made on American’s Group travel website), establishes the terms and conditions pursuant to which American will make the Group travel website and travel products set forth herein available to Agent (the “Group Travel Terms”). THE INDIVIDUAL COMPLETING THE REGISTRATION AFFIRMS THAT THEY ARE AN OWNER, MANAGER, OR OTHER AUTHORIZED REPRESENTATIVE OF THE AGENT, AND REPRESENTS AND WARRANTS THAT AGENT SHALL BE SOLELY RESPONSIBLE FOR ALL BOOKINGS CREATED ON THIS WEBSITE.

Terms & Conditions

1. DEFINITIONS

The following terms shall have the following meanings:

- 1.1 “Addenda to Governing Travel Agency Agreements” means the American Airlines, Inc. Addendum to the Governing Travel Agency Agreements for ARC Accredited Agents and their affiliates, and the instructions for foreign travel agency participation, for non-ARC accredited IATA agencies, as applicable, and any other applicable addenda to any applicable Governing Travel Agency Agreements.
- 1.2 “Governing Travel Agency Agreements” means the Agency Reporting Agreement with ARC and the IATA Passenger Sales Agency Agreement with respect to any travel agency locations outside the United States, as applicable.

2. GENERAL

- 2.1 Rules. Agent shall offer and sell the discounted Group travel fares (each, a “Fare”) in accordance with the Group Travel Terms. Notwithstanding the foregoing, the provision of any air travel to any individual passenger pursuant to such Fares made available by American and booked by Agent pursuant to the Group Travel Terms will be governed by American’s then-current conditions or contract of carriage, as well as all applicable instructions, rules, regulations, terms and conditions, policies, requirements, tariffs, and procedures, including, but not limited to, the rules governing the Fares that are included in and referenced by the applicable Group Booking Confirmation which, collectively, shall be deemed to be “Rules” as defined under the Addenda to Governing Travel Agency Agreements.
- 2.2 No Obligation. This Agreement shall not obligate American to accept any Group booking requested by Agent. The Parties acknowledge and agree that American’s provision of Fares to Agent for booking for Groups creates no obligation upon American with respect to the type, quantity or nature of any air travel provided to any individual passenger.

- 2.3 Eligible Travelers. This Agreement shall be valid for Group travel only, and Fares may only be issued to and used solely by Groups. For purposes of this Agreement and any particular booking, “Group” will have the meaning set forth in the Rules referenced in the applicable Group Booking Confirmation.
- 2.4 Group Booking Confirmation. Each time Agent books a particular Group under this Agreement, the specific terms and conditions of the Group booking, the Group-specific Rules and any other relevant services, fees, and any other such relevant information or conditions, as well as the details pertaining to that particular Group, including, but not limited to, the itinerary, Group size, Group name, dates of departure, and the Fare will be memorialized in an electronic confirmation of the booking that is provided to the Agent by American (the “Group Booking Confirmation”). Such Group Booking Confirmation is hereby made part of this Agreement for purposes of that Group. American may, in its sole discretion, amend the terms and conditions applicable to specific Group travel, but such amendment will be notified at the time of booking.

3. PAYMENT

- 3.1 Payment and Other Fees. All terms and conditions relating to deposits, payments, and taxes, fees and surcharges owed by Agent in connection with a particular Group booking are as provided in the Rules and applicable Group Booking Confirmation. Cancellation of a Group booking and any payment obligations related to such cancellation shall be handled in accordance with the Rules.

4. AGENT RESPONSIBILITIES

- 4.1 Authorized Booking Agent. Agent shall be the only authorized party to make bookings under this Agreement. Agent shall, at all times, maintain its accreditation with the International Air Transport Authorization (“IATA”) or Airlines Reporting Corporation (“ARC”) and comply fully with all terms promulgated by IATA or ARC, respectively. Failure to maintain valid accreditation or material non-compliance with each organization’s terms shall result in immediate termination of this Agreement in accordance with Section 9.3.
- 4.2 Agent Access.
- (a) Certain information provided within American’s Group travel website is password protected. Agent shall update and maintain all travel agency profile information together with processes and procedures to designate authorized users, maintain a list of authorized users on behalf of the travel agency, and reset respective passwords. All Agent users are required to maintain the security of their passwords and are not authorized to grant access to third parties, and Agent shall be responsible for compliance by all users with such access requirements and restrictions.
 - (b) Agent shall take immediate measures to notify American of any unauthorized or suspected unauthorized access to American’s Group travel website. Agent shall protect all passwords using security measures no less stringent than those with respect to which travel agency treats its own confidential information, but in any event, with no less than reasonable care.
 - (c) Agent shall be liable for any activities undertaken when using its sign-on and password information.
 - (d) American has the right to terminate log-in access at its sole discretion without notice.
- 4.3 Valid Travel Documents. Agent shall be responsible to inform each passenger in the Group of their responsibility for obtaining any and all visas, permits and other documents required for entering or transiting to any country included in the itinerary.
- 4.4 Full Disclosure. Agent shall be responsible to ensure that each passenger in the Group has been informed that all taxes, charges, bag fees, are the responsibility of the passenger and must be paid prior to ticketing. Agent assumes full responsibility for disclosing and obtaining customer acceptance for any handling or processing charges added by Agent.

- 4.5 Disputes. Any disputes by Agent related to this Agreement must be filed within sixty (60) days from the last date of travel of the applicable Group booking.

5. GROUP BOOKINGS

- 5.1 American Cancellations. American reserves the right to cancel any Group booking should Agent fail to complete, by the minimum date specified in the applicable Group Booking Confirmation, any requirements of the applicable Fare as set out in the Group Travel Terms. Agent shall pay American all applicable charges, and, if required under the Group Travel Terms, full Fare plus all applicable taxes, fees and surcharges for each ticket cancelled. Where penalties are due, American can collect this debt using all lawful means including, without limitation, issuing an invoice and/or an agency debt memo for the full amount owed.
- 5.2 Passenger Names. Agent must provide the legal name of each passenger (as it appears on passenger's valid passport) and emergency contact names and phone numbers of all U.S. citizens and non-U.S. citizens are due by the date specified in the applicable Group Booking Confirmation. Name corrections and name changes may be permitted in accordance with the Group Travel Terms.
- 5.3 Re-Routing. Re-Routing is not permitted, except as specified in the Group Travel Terms.
- 5.4 Upgrades. Upgrades may be permitted in accordance with the Group Travel Terms, provided the conditions in the Group Travel Terms are met and subject to availability and recalculation of the Fare and any other service fees. Such upgrades shall be governed by American's standard terms and conditions related to such upgrades.

6. SEATS AND BAGGAGE

- 6.1 Seat Assignments. American does not guarantee any specific seat assignments. Seats shall be confirmed subject to availability and subject to change without prior notice due to reassignments or change of aircraft type.
- 6.2 Baggage. American's general policy covering baggage, including size and weight limits, fees and embargoes shall apply. Such policy is available at www.aa.com/baggage. Some fares offered by American include the first checked bag with specific size and weight limits. If an individual passenger of the Group has purchased such a fare, the first item of luggage, which conforms to the stated size and weight limit, shall be included in the fare, and subsequent baggage charges shall be subject to American's then-current general policy on baggage. For the avoidance of doubt, all checked, excess, and overweight baggage and equipment charges shall apply. Certain aircraft limitations and box/baggage embargoes may apply. Agent must contact American directly to validate aircraft, space and seating requirements for cabin baggage (i.e., large musical instruments).

7. NO REBATES

No portion of the difference between the Fare paid to American and the published fare may be passed on either directly or indirectly to any passenger in contravention of applicable law.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 8.1 **Indemnification.** Agent shall indemnify, defend and hold harmless American, its affiliates, and each of its and their respective officers, stockholders, directors, employees, and agents or other persons duly acting on its and their behalf (collectively, the “American Indemnified Parties”) from and against any and all losses or threatened losses, injury, or damage arising out of or relating to any of the following: (a) breach of this Agreement by Agent; (b) the sale or use of any of Agent’s products or services or the operation of Agent’s business; (c) any negligent or unauthorized use of the Group travel website; or (d) any content included in any promotional material that was not provided to Agent by or on behalf of American.
- 8.2 **General Limitation of Liability.** AMERICAN SHALL NOT BE LIABLE TO AGENT UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF AMERICAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE (INCLUDING ANY ACTION OR CLAIM ARISING FROM THE ACTS OR OMISSIONS, NEGLIGENCE OR OTHERWISE, OF THE LIABLE PARTY).

9. TERM AND TERMINATION

- 9.1 **Term.** This Agreement shall be valid upon the Effective Date and shall continue indefinitely, unless earlier terminated in accordance with the terms hereof or applicable law.
- 9.2 **Termination for Convenience.** American reserves the right to terminate this Agreement without penalty for any reason upon thirty (30) days’ prior written notice to Agent.
- 9.3 **Termination for Cause.** American has the right to terminate this Agreement immediately if Agent fails to comply with any material term of this Agreement (“Event of Default”). An Event of Default shall be deemed to have occurred in the following situations:
- (a) Agent breaches any material provision of this Agreement;
 - (b) Failure to pay any deposit, Fare, or other fee as set forth in the Rules or applicable Group Booking Confirmation;
 - (c) American has reasonable grounds to believe that Agent has engaged in ticketing abuse or has attempted to act in the role of consolidates (i.e., sell the agreed rate to individuals not connected to a Group); or
 - (d) Agent undergoes a change in ownership or control.
- 9.4 **Effect of Termination.** Upon termination of this Agreement, settlement of any remuneration due to either Party will be made within one hundred twenty (120) days thereof, and Agent shall pay American in full all amounts due through the effective date of termination. Termination shall be without prejudice to any rights, remedies or liability existing prior to termination. If American terminates this Agreement in accordance with Section 9.3, then without prejudice to all its other rights in law or equity, American shall have the right to cancel all Group bookings made by Agent under this Agreement without liability, and Agent shall indemnify American for all claims, proceedings or liability that may arise from such cancellation.

10. MISCELLANEOUS

- 10.1 **Force Majeure.** Except for payment obligations (which may not be excused), neither American nor Agent shall be in breach of this Agreement if there is any total or partial failure of performance of its duties and obligations occasioned by any act of God, fire, act of government or state, war, insurrection, embargo,

terrorist act, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labor disputes of whatever nature and any other reason beyond reasonable control of either Party.

- 10.2 Independent Contractors. Agent and American shall be interpreted and construed as autonomous, and no agency relationship, association, or “joint venture” shall exist between them, and neither Party may or shall assume obligations or waive rights on behalf of the other Party, unless previously and expressly authorized in writing by the other Party. The Parties will conduct their business in their own names and are severally liable for the acts and conduct of its employees and agents.
- 10.3 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of each Party hereto. Agent may not assign, delegate, or otherwise convey this Agreement, or any of its rights and obligations hereunder, to any party without American’s prior written consent, and any such attempted assignment, delegation, or other conveyance without consent shall be void.
- 10.4 Amendment. American may alter, supplement, amend, or waive any provision of this Agreement, including changing any express amount related to the Fares and other applicable fees, upon notice to Agent. Agent’s continued use of American’s Group travel website shall constitute acceptance of any such amended provisions.
- 10.5 Entire Agreement; Order of Precedence. In the event of any conflict between the terms and conditions of any applicable agreements, the following will be the order of precedence: (A) applicable law or regulation; (B) any applicable Addenda to Governing Travel Agency Agreements; (C) any applicable Governing Travel Agency Agreements; (D) the Rules; (E) the Group Booking Confirmation; and (F) this Agreement.

11. ACCEPTANCE

Registering for and accessing American’s Group travel website represents Agent’s acceptance of this Agreement, and Agent agrees that such acceptance shall create a valid and binding contract.