

**Disney Cruise Line
Travel Agency Commission Program
Effective January 1, 2017
(USD\$)**

1. **Definitions.** For purposes of this Disney Cruise Line Travel Agency Commission Program (this "Program"), the following terms shall have the following meanings:

A. **"DCL"** means Disney Cruise Line.

B. **"Agency"** means a retail travel agency operating under a single IATA, CLIA, ARC, or TIDS number or business license.

C. **"Cruise Revenue"** means the aggregate revenue generated by Agency, and actually received by DCL (less commissions), in connection with the sale of DCL Packages for which a guest has actually sailed on a Disney Cruise Line cruise ship, excluding: (i) Taxes, Fees and Port Expenses (as described in the Disney Cruise Line website); (ii) any amount specified as noncommissionable by DCL; (iii) airfare, ground or baggage transfers, any onboard amenities, or air deviation fees or other related fees or taxes; (iv) optional package add-ons, and pre- and post-package hotel roomnights and theme park tickets; (v) travel insurance administrative fees; (vi) Onboard Revenue; and (vii) other applicable discounts, credits or adjustments, as determined by DCL in its sole discretion.

D. **"Non-Cruise Revenue"** means the following revenue generated by Agency and actually received by DCL (less commissions): (i) optional package add-ons, and pre and post hotel roomnights and theme park tickets; and (ii) any revenues generated by the sale of DCL Packages for which Agency was not the originator of the reservation (i.e., the reservation was transferred to Agency from the originating party). "Non-Cruise Revenue" excludes Government Taxes and Fees (as described in the Disney Cruise Line website), ground and baggage transfers and any amount specified as noncommissionable by DCL.

E. **"Onboard Revenue"** means the aggregate revenue generated by Agency and actually received by DCL in connection with the sale of DCL Packages onboard a DCL vessel.

F. **"Air Revenue"** means airfare and additional airfare if an air deviation is requested (excluding commissions, air deviation fees and other related fees and taxes).

G. **"Agency Revenue"** means the total of Cruise Revenue and Non-Cruise Revenue computed on a calendar-year basis.

H. **"Commission Rate"** means the percentage commission determined by DCL from time to time in its sole discretion, based primarily on the following Agency Revenue levels. The Commission Rate applies only to Cruise Revenue.

Agency Revenue	Commission Rate
Less than \$67,000	10%
\$67,000-\$132,999	11%
\$133,000-\$291,999	12%
\$292,000-\$424,999	13%
\$425,000-\$569,999	14%
\$570,000-\$1,459,999	15%
\$1,460,000 or greater	16%

I. **"DCL Packages"** means the *Disney Cruise Line* branded cruise vacation packages that are promoted and sold by DCL and described in the Disney Cruise Line website, excluding optional package add-ons, and pre- and post hotel roomnights and theme park tickets.

J. **"Systems"** shall mean computer, accounting and other systems. Agency and DCL each employ Systems to record and measure revenues (including Cruise Revenue and Non-Cruise Revenue) which Systems may employ different methodologies and techniques and may vary in their accuracy. All revenue and commission amounts shall be conclusively determined by DCL in its sole discretion based on DCL's Systems, regardless of any errors in DCL's determinations identified by Agency's Systems or otherwise.

2. **Initial Commission Rate.** Agency's initial Commission Rate is 10%. Agency is only entitled to payment of a commission if it has been approved by DCL in writing as commission eligible.

3. **Recalculation of Commission Rate.** DCL will review the Agency Revenue from time to time to determine whether Agency's Commission Rate should be increased or decreased and will notify Agency of any adjustment to Agency's Commission Rate subject to the following guidelines:

A. Agency's new Commission Rate will apply to Cruise Revenue generated by Agency with respect to the sale of DCL Packages after the date DCL notifies Agency of the new Commission Rate.

B. The new Commission Rate will not apply to any specially negotiated agreements between DCL and Agency, including without limitation special group rates and full or partial ship charters.

4. **Fixed/No Commission.** DCL will pay Agency a fixed commission of ten percent (10%) with respect to revenue generated from DCL Package bookings transferred to Agency by another travel agency, Onboard Revenue and Non-Cruise Revenue except theme park tickets which are subject to prevailing commission rates. DCL will pay Agency no commission with respect to Taxes, Fees and Port Expenses, Air Revenue, ground and baggage transfers and any amount specified as noncommissionable by DCL.

5. **Travel Insurance Administrative Fees.** DCL will pay Agency an administrative fee of ten percent (10%) of revenue generated by Agency in connection with travel insurance.

6. **Independent Contractor.** Agency is not authorized to create any obligation or responsibility on DCL's behalf or in DCL's name or authorized to bind DCL in any manner or make any representation, warranty, covenant, agreement or commitment on DCL's behalf, or accept payment for DCL or take any other action on DCL's behalf. The relationship between DCL and Agency is that of independent contractor.

7. **Modification of Program.** DCL may, at any time and in its sole discretion, amend, change or cancel any element or aspect of this Program including but not limited to raising the levels of revenue that must be generated to become eligible for each Commission Rate, lowering the Commission Rates, eliminating the Program entirely, changing the definition of "Cruise Revenue" or "Non-Cruise Revenue," or any other change deemed appropriate by DCL.

8. **Agency Revenues and Commissions.** Agency may not combine its revenues with the revenues of other travel agencies without the prior written consent of DCL, which consent may be withheld by DCL in its sole discretion. If DCL believes that a travel agency is or was part of a national account group or consortia, DCL may elect to provide booking and other data regarding the travel agency to the national account group or consortia. DCL reserves the right not to pay commission to a travel agency on any reservation from which that travel agency was removed at the request of the guest.

9. **General Terms.** The terms and conditions of this Program constitute the entire agreement of the parties with respect to the subject matter of this Program and supersede any and all previous communications between the parties, whether written or oral, with respect to such subject matter. This Program shall be construed in accordance with the laws of the State of Florida. Any legal action relating to this Program shall be brought and maintained exclusively before any court located in Orange County, Florida, having subject matter jurisdiction.