

TRAVEL AGENT AGREEMENT

THIS AGREEMENT made and entered into this _____
by and between Los Rios Community College District (hereinafter referred to as "District") and _____ (hereinafter referred to as "Agency")
is for the purpose of providing travel arrangements for Course No. _____
Title: _____
Destination: _____ Date(s): _____
Total Cost to each participant: \$ _____

In accordance with the Los Rios Community College District Policy and Regulation P-1511 and R-1511, travel study courses may be offered through Community Services only or on a college credit basis. This course is being offered () for credit, or () as a community service program with no college credit. (Check one)

FEES & COMMISSIONS

Agency agrees to pay District _____ based on revenue generated.
Other fees are _____

DISTRICT RESPONSIBILITY

For instructional related trips, District shall arrange and provide all instructional services, including but not limited to, appropriate announcements, course description, prerequisites, student selection and registration, pre-trip student orientation, lectures (by staff and/or guests), student supervision and evaluation. Compensation to District staff is the responsibility of District and charge for District personnel shall be invoiced to District.

AGENCY RESPONSIBILITY

Agency shall be responsible for all transportation, lodging and meals as described in the agency itinerary, which shall be prepared and submitted to District for approval and acceptance as an attachment to this Agreement.

Agency shall collect all charges for participants, and deposit them in a trust account according to the Business and Professions Code Section 17540-17540.13 subject to refund as specified in the itinerary or other promotional literature provided to and approved by the District. Agency may prepare and provide, at its own expense, additional promotional material only after approved by District.

Agency shall provide District, three months prior to departure a roster of all participants showing name, address, emergency contact and address, status (staff, student, etc.).

Agency shall not make the tour package available to non-students except under conditions specified in the itinerary and approved by District.

Agency shall follow all deadlines, rules, and procedures specified in the District's Policies and Regulations for travel. Failure to comply with the policies and/or Regulations shall, in the sole discretion of the District, be grounds for the District to terminate this Agreement.

INDEMNIFICATION

Agency shall protect, hold harmless, indemnify, and defend District, its officers, directors, employees, volunteers, students, and agents, from any and all liability resulting from injury or death of any person or damage to property of any kind arising out of or in connection with the performance of this Agreement, except for liability arising from the sole negligence or willful misconduct of District.

INSURANCE

At least four months prior to the departure date for the trip, Agency shall procure and provide proof to the District of travel accident/illness policy with minimum limits of \$2,500 medical expense, and \$5,000 accidental death for all participants. The premium may be included in the tour charges. Higher limits and other trip insurance may be made available at the option of the Agency and the participants.

At least four months prior to the departure date for the trip. Agency shall procure Comprehensive General and Business Automobile Liability policies. Commercial General Liability of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001. Automobile Liability for "Any Auto" with minimum limits of \$1,000,000 combined single limits per accident for bodily injury and property damage. Agency shall maintain this insurance in full force for the duration of the trip. If the itinerary extends beyond the Continental United States, policies shall be endorsed to provide world-wide coverage including coverage for lawsuits brought in foreign courts. At least four months prior to the departure date for the trip, Agency shall provide a Certificate of Insurance of the foregoing, naming the District as additional insured, with a 30 day notice of cancellation.

As of the time this Agreement is signed, Agency certifies it has Travel Agents' Errors and Omissions coverage at limits not less than \$1,000,000 per claim with an extended discovery period for two years following the termination of the trip to which this Agreement pertains. Agency shall attach proof of this insurance to this Agreement when it signs this Agreement, and return the Agreement to the District.

Insurance Certificate (s) identifying the above noted coverages must be provided to the District's General Services Department (and approved by General Services) prior to the Agency collecting any fees from the District or any participants.

TERM

This Agreement shall be in effect from the date of signature by Agency and District until completion of the field trip/excursion unless otherwise specified in the itinerary. Agency and District may cancel no later than 45 days prior to departure, if lacking the minimum number of participants specified in the itinerary or should the District determine, in its sole discretion, that sponsorship is not appropriate. Upon cancellation or termination of this Agreement in accordance with its terms, Agency shall not be entitled to any payment from the District or the trip participants and shall refund all deposits as provided in this Agreement.

MISCELLANEOUS PROVISIONS

This is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the parties. It shall be read as a whole.

Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

Any notices to parties required by this Agreement shall be delivered or mailed, U.S. first class postage prepaid addressed as follows:

LOS RIOS COMMUNITY COLLEGE DISTRICT	AGENCY
General Services	_____
1919 Spanos Court	_____
Sacramento, CA 95825	_____

Either party may amend its address for notice by notifying the other party in writing.

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act.

This Agreement shall be governed by the laws of California excluding its choice of law rules. The Superior Courts of Sacramento County and the Federal Courts of the Eastern District of California shall have jurisdiction over its subject matter and shall be the appropriate venue for any disputes arising out of this Agreement.

It is understood and agreed that Agency (including its employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Agency shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent and shall have no authority, express or implied, to bind District to any obligations whatsoever.

Agency represents and warrants to the District that it has, and at its sole cost and expense will maintain, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Agency to practice its profession or provide any services under the Agreement.

In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

LOS RIOS COMMUNITY COLLEGE	(TRAVEL AGENCY)
DISTRICT, a Community College District	

BY: _____	BY: _____
	Seller of Travel
	California Registration No. _____