



CLIA Enrollment Form

Travel Agency Name: _____	
Contact Name/Title: _____ / _____	
Main Office Address: _____	
	Fax Number: _____
City/State/Province: _____	Contact Email: _____
Postal Code/Country: _____	Agency's Web Address: _____
Phone Number: _____	Total ARC/IATA/TIDS/CLIA #'s enrolled: _____
Main ARC/IATA/TIDS/CLIA #: _____	Which type of number is this? CLIA ARC IATA TIDS
Add'l #: _____	_____

If you currently receive commissions via a "hotel assigned PSEUDO #", please list #'s here:	
Hotel: _____	Pseudo: _____
Hotel: _____	Pseudo: _____
Hotel: _____	Pseudo: _____
Hotel: _____	Pseudo: _____
<hr/>	
Commission Detail Statement Options	
One statement and one check sent to main office location _____	Payment Currency: _____
One statement / check sent to each individual location _____	Consortia Affiliation: _____
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Direct Deposit / Electronic Fund Transfer Information (For U.S. bank accounts only. FREE)	
Bank Name: _____	
Main Office Address: _____	

City/State/Province: _____	
Postal Code/Country: _____	
Bank Account # _____	Bank Routing # _____ (must be 9 digits)
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Electronic Commission Detail File (\$25.00 set up fee)	
_____ Yes, I would like my statement sent via email to : _____	
_____ Yes, I would like my statement sent on diskette (3½ " high density diskette will be sent)	
Which back-office system do you use? _____	
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Executive Summary Reporting (A .5% fee will be deducted from your commission payment)	
_____ Quarterly Executive Summary Reports at Main Location	
_____ Quarterly Executive Summary Reports at each ARC / IATA Location	

Member shall be subject to the terms and conditions on the reverse side of this page.

Signature: _____

Print Name: _____ Title: _____

Please return this form to Pegasus Commission Processing, 8350 N. Central Expwy., Suite 1900, Dallas, TX 75206
fax to (214) 526-5583 or email to memberinfo@pegs.com

Member (insert agency name)

hereby contracts with **Pegasus Solutions, Inc.** ("Pegasus") to provide records of hotel reservation bookings and to process hotel reservation commissions on the following terms and conditions:

Definitions:

"Pegasus Commission Processing" is Pegasus's clearing house service which accounts for reservations made by travel agents with Participant Hotels and processes commissions payable to those travel agents for the reservations.

"Participant Hotel" is a hotel property who is a participant in Pegasus Commission Processing.

"Participant Reservation" is a reservation at an Participant Hotel originated by Member by (telephone or electronically) for which the Participant Hotel has been paid for all or a part of the reserved stay, including non-refundable deposits, for which Member is entitled to a commission.

"Monthly Commission Statement" is a record of all Participant Reservations for a specified month and a computation of the commission due Member for those reservations.

"Member Commission" is the commission payment owed to Member by a Participant Hotel as reported in the Monthly Commission Statement less fees to Pegasus, if any.

1. Pegasus Commission Processing. During the term of this Agreement, Pegasus shall within fifteen (15) business days after the end of each calendar month (the "Month") (i) transmit to Member by mail the Monthly Commission Statement and (iii) pay to Member by check in the local currency of Member the total Member Commissions paid by all Participant Hotels pursuant to the Monthly Commission Statement for the Month (converted to U.S. dollars if necessary).

2. Term and Termination. The initial term of this Agreement shall be three (3) years but may be terminated by Member upon sixty (60) days prior notice at any time. This Agreement shall continue in effect after the initial term for successive one (1) year terms unless otherwise terminated.

3. Fees. Member shall pay Pegasus a fee for the services set forth herein of an amount equal to eight and a half percent (8.5%) (or, in the event Member is affiliated with one of the Pegasus approved consortiums, the percentage offered to other affiliates of the consortium if it is lower) of the total monthly commission paid by Participant Hotels to Member as set forth on the Monthly Commission Statement, plus costs associated with other Optional Services, if any, requested by Member.

4. Acknowledgment and Disclaimer. Member acknowledges that the services rendered by Pegasus are those of a clearinghouse and, except as expressly set forth herein, under no circumstances shall Pegasus be responsible for the collection of commissions owing Member. Pegasus shall not be responsible or liable for any inaccuracy in the information (or, in the event Member is one of the Pegasus approved consortiums, the percentage offered to other members of the consortium if it is lower) on provided to Member in the Monthly Commission Statement or any other report.

Pegasus shall only be liable to Member for Member Commissions actually collected by Pegasus. In the event Pegasus shall fail in any respect to perform the services set forth herein, it shall, under no circumstances, be liable for uncollected commissions to Member or any other liability resulting therefrom including, without limitation, consequential damages. MEMBER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY PEGASUS SHALL BE TERMINATION OF THIS AGREEMENT AND THE ENTITLEMENT TO MEMBER COMMISSIONS ACTUALLY COLLECTED AND NOT PAID. ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, GOOD AND WORKMANLIKE PRODUCT OR SERVICE, OR OTHERWISE, ARE DISCLAIMED AND WAIVED. In the event a failure or delay in the performance of this Agreement results from an act of God, labor strike or other events beyond the control of the party obligated to perform, such failure or delay shall not constitute a breach of this Agreement nor shall the parties hereto be liable for damages resulting from such event.

5. Dispute Resolution. In the event of any dispute between Pegasus and Member arising out of this Agreement, the parties agree that the laws of the State of Texas, USA shall control and that venue of any legal proceeding shall be in Dallas, Texas USA. In the event a dispute arises between Member and a Participant Hotel with respect to a Monthly Commission Statement or a commission, Pegasus shall have no obligation or liability with respect to such dispute and Member agrees that Member shall be solely responsible for any action to resolve the dispute and/or to collect its commission and agrees to indemnify Pegasus for any liability arising therefrom.

6. Miscellaneous.

- a) Any notice to be provided with respect to this Agreement shall be in writing and shall be delivered by certified mail, facsimile transmission or next day delivery.
- b) Pegasus and Member may disclose the existence of this Agreement in releases to the public or otherwise. Pegasus may use Member's name and address in any listing, advertisement or promotional material to indicate that Member has signed this Agreement and endorses Pegasus Commission Processing.
- c) Any proprietary information disclosed to Member by Pegasus or its representatives shall be so designated and shall be treated as confidential.
- d) This Agreement contains all of the provisions of any agreement between Pegasus and Member with respect to the subject matter set forth herein and all agreements in effect prior to the date hereof with respect to the subject matter hereof, including but not limited to HCC Subscriber Agreements or Pegasus Commission Processing Membership Agreements executed prior to the date hereof, are hereby terminated. Member has not relied upon any promises or representations by Pegasus except as set forth herein.
- e) This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.
- f) **It is Member's sole responsibility to notify Pegasus of any changes in ownership or other information, including but not limited to changes in mailing address and ARC/IATA/CLIA information.**