

COMPANY PROFILE

1. Name of Travel Agency : _____

2. Tour Operator Registered Office : _____

(Complete address) : _____

3. Year of inception of agency : _____

4. Branch Offices 1. _____

2. _____

3. _____

5. communication means 1. Telephone : _____

2. Fax : _____

3. E-mail : _____

4. Website : _____

5. Access to online reservation tie up with _____

6. City/Area requested to represent as Marketing Agent _____

7. Recognized by / affiliated with 1. _____

2. _____

3. _____

4. _____

8. Volume of business given to RTDC in past 1. 2005-2006 Rs. _____ lacs

2. 2006-2007 Rs. _____ lacs

9. Proposed volume of business to RTDC 1. 2007-2008 Rs. _____ lacs

2. 2008-2009 Rs. _____ lacs

NOTE: Copy of the certificates for claiming affiliation with SN. 7 be enclosed.

Signature _____

Name _____

AGREEMENT FOR APPOINTING MARKETING AGENTS FOR RTDC NETWORK

This agreement is made on _____ at Jaipur between Executive Director on behalf of Rajasthan Tourism Development Corporation Limited, a company incorporated under the Indian Companies Act 1956 having its registered office at Hotel Swagatam Campus, Station Road, Jaipur hereinafter called the RTDC and M/s.

_____ having its registered office at _____ on the second part (Hereinafter referred to as the Marketing Agent).

Whereas the Marketing Agent proposes to be engaged in the business of _____ and have requested for appointment as Marketing Agent for the booking of RTDC Hotels, Package Tours and other schemes of the RTDC in the city/area _____ on commission basis.

Whereas RTDC the State Development Corporation of Rajasthan which manages inter aria, hotels and package tours is desirous of hiring certain parties as their Marketing Agents for hotel room booking, Package Tours and other schemes at certain places within and outside the country on commission basis and, therefore, have considered the proposal of the Marketing Agent.

Both the parties hereby agree as follows: -

01. Period: The terms of appointment is for _____ years from the date of signing the agreement; renewal is subject to performance of the Marketing Agent at the sole description of RTDC.
02. Use of RTDC good will: The Marketing Agent can display on his letter heads, visiting cards, signage "(RTDC logo) Authorized Marketing Agent for RTDC Network" and also display the certificate issued by the RTDC.
03. Commission: The Marketing Agent will be eligible for following commission.
 - i) Up to 50,000 10% (As usual only)
 - ii) 50001-1.00 lac 12% (i.e. 2% more)
 - iii) 1.01 lac to 5.00 lac 15% (i.e. 5% more)

- iv) 5.01 for one above 17% (i.e. 7% more)
- 04. Compliments: One tour leader will be complementary on every 15 paying persons in the group.
- 05. Booking Procedure:
 - a) Booking can be made by the Marketing Agent directly with the Central Reservation Office, Jaipur Ahmedabad, Calcutta, Chennai, Delhi and Mumbai or through the respective hotels through fax/phone/letter.
 - b) Upon confirmation the Marketing Agent would obtain full advance from the guest and send 90% amount to CRO/concerned Hotels through bank draft well in advance after retaining 10% commission.
 - c) The Marketing Agent will issue a voucher with guests name, dates of arrival/departure, type of room etc. with the advance cash receipt number of RTDC.
- 06. Cancellation by RTDC: RTDC shall have the right to cancel any confirmed booking without any notice under extra ordinary circumstances and the Marketing Agent will not have any right to claim damage or compensation, however, amount deposited will be refunded.
- 07. Cancellation Charges:
 - a) 10% ----- 30 days prior to the arrival date
 - b) 25% ----- 29 days to 7 days prior to the arrival date.
 - c) 50% ----- 7 days to 24 hours prior to arrival date.
 - d) 100% ----- within 24 hours prior to arrival date.
- 08. Change in date/hotel would be subject to availability, however, cancellation charges as above would be levied.
- 09. Refund of amount: The Marketing Agent cancel the booking with proper intimation CRO/Hotel, subsequently, the refund can be claimed by sending original cash receipt of RTDC along with details of cancellation.
- 10. No commission swill be payable to the Marketing Agent on cancelled bookings.
- 11. The amount of commission deducted by Marketing Agent will be refunded to the guest directly by the Marketing Agent.

12. Maintenance of accounts: The Marketing Agent shall maintain proper accounts in regard to their business with the RTDC and RTDC authorized officials can check them at any time.
13. A Security deposit of Rs. 25000 (Rupees Twenty Five Thousand only) deposited through, preferably "cash/bank draft" or bank guarantee (only nationalized bank) No. _____ date _____ of Bank _____ in favour of RTDC will be refunded without interest on expiry/termination of the tenure as RTDC Marketing Agent.
14. Unpaid/disputed amount shall be receivable/recovered from the security deposit of the Marketing Agent.
15. Breach of any terms and conditions, would make this agreement liable to be terminated.
16. In case any loss or damage, whether direct or indirect is caused to RTDC due to any act/ conduct of the Marketing Agent in any manner, for which any liabilities arise on RTDC, unfair practices, fraud or any other manner whether civil or criminal nature defined under the Indian Panel Code or other applicable legislature, the Marketing Agent shall be solely responsible for the same and all losses as well consequential losses shall be indemnified by them to RTDC which will be recoverable by RTDC out of the security amount or from any other sources.
17. The legal jurisdiction for any dispute will be Jaipur City.
I/We have read the terms and conditions of this agreement and shall abide with them.
18. Agreement to be signed on Rs. 100/- non-judicial stamp paper.

Signature with name,
Designation and
Official seal (RTDC)

Signature with name,
Designation and Official
Seal (Marketing Agent)

Place: _____

Date: _____

