CLIPPER VACATIONS

2019 TOUR & TRANSPORTATION OPERATOR TERMS & CONDITIONS

WWW.CLIPPERVACATIONS.COM

Requirements for Insurance Certificates

IPPER

- Liability insurance must meet or exceed \$2.5 million
 - This can include the umbrella insurance.
- "Clipper Vacations USA, Inc.." must be named as additionally insured on the certificate.
 - This can include being noted as the holder and the holder listed as additionally insured.

IMPORTANT NOTE: PT must send CV a new certificate in advance of expiration date or all PT product will be stop sold and removed from all CV sales platforms until a new certification is provided.

Limited License to Use PT Name, Logo and/or Photos as part of Clipper Vacations Marketing

Subject to the terms and conditions of this Agreement, PT grants to CV a non-exclusive, royalty free, right and license during the Term to use, reproduce, distribute and display in any format on the CV website and in related promotional materials (a) PT's trademarks, trade names, service marks and logos ("Licensed Marks") and (b) pictures, photographs and descriptions of PT products ("Licensed Content"), in each case that have been provided to or made available to CV by or on behalf of PT. CV agrees not to use the Licensed Marks or Licensed Content in any manner that is disparaging or that otherwise could reasonably be expected to have an adverse impact on the goodwill associated with the Licensed Marks, diminish their value, or the corporate image, business or reputation of PT.

Partner Marketing

For Vancouver Island and San Juan Island partners, PT agrees to add and maintain a referring link from PTs website to www.ClipperVacations.com. The link to CVs website is preferred within a "How To Get Here" section or similar page. For all other partner destinations, PT agrees to add a referring link to CVs homepage within a "partners" page or similarly appropriate area of website.

Limitation of Liability and Damages

Both parties agree to defend, indemnify and hold harmless each other and their affiliates, together with officers, directors and the employees against any and all claims, losses, lawsuits, damages, and expenses arising from, based on or otherwise attributed to each other's provision of services.

SIGNED: Clipper Vacations	Business Name: Shuttle Express
Print Name: Della Tall	Print Name: Kere Greene
Signature: Jella Gall	Signature:
Title: Director of Product Development & Strategy	Title: President
Date: 1 April, 2019	Date: 3/29/19

PLEASE INITIAL EVERY PAGE: Partner Tour.

Clipper Vacations: Page
2019 Tour & Transportation Operator Partner Agree

2019 TOUR & TRANSPORTATION OPERATOR **TERMS & CONDITIONS**

WWW.CLIPPERVACATIONS.COM

Please initial every page, sign, date and return to the Clipper Product Team at product@victoriaclipper.com

This Agreement ("Agreement") is entered into as of March 29th, 2019 (the "Effective Date"), by the following parties ("Parties"):

Clipper Vacations USA, Inc. ("CV") with its principal offices at 2701 Alaskan Way, Pier 69, Seattle, WA 98121; and

JIMY SHERRELL / OWNER - KERE GREENE / PRESIDENT (Legal name of owner/lessee/operator of company)

Shuttle Express (Name of Business) Doing Business As) (Partner Tour/ Transportation Operator is referred to herein as "PT")

PURPOSE

This document and addendum will serve as an agreement and letter of understanding as accepted and signed by both parties for the time period of January 1 - December 31, 2019, after which this Agreement shall automatically renew for successive 12-month terms unless and until either PT or CV notifies the other in writing of its desire not to renew no fewer than 90 days prior to the end of the initial Term.

Clipper Vacations (CV) will:

- 1. Pay net rates plus applicable taxes after customer has completed tour or transportation travel. Payment will be made within 30 days upon receiving billing invoice from PT.
- 2. Send PT a booking notice email every night for any new/modified/cancelled CV bookings made in the call center or online that day; each booking will indicate number of people, date/time and type of product booked.
- 3. Call PT to check availability for any bookings made within PT's provided release window.
- 4. Feature PT's tours and transportation on ClipperVacations.com and In printed materials provided to CV guests on-board vessels.
- 5. Inform PT of any CV passenger cancelations due to weather or denial of entry by border authorities, on day of

Tour/ Transportation Operator (PT) will:

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 - a. Summarized by tour name, units or passengers, rate, and total, and MUST be accompanied with vouchers OR
 - b. Detailed in excel spreadsheet with guest name, booking number, rate, and date.

For all CV bookings made on-board Victoria Clipper, collect the booking voucher from customer and either copy/fax or scan voucher to include with monthly invoice. Invoices submitted any later than 60 days after the service has been provided are not subject to payment by CV.

- 3. Inform CV in a timely manner if any contracted tour or transportation is sold out or canceled on any date.
- 4. Not charge CV if a booking is canceled due to a delayed/canceled Clipper vessel sailing or if guest is denied entry by border authorities.
- 5. Provide an email address where CV should send all supplier booking notices. Please list on addendum.
- Provide a current insurance policy, showing Clipper as secondarily insured during term of agreement. Details are listed below.

PLEASE INITIAL EVERY PAGE: Partner Tour:

Clipper Vacations: 2019 Tour & Transportation Operator Partner Agreement



CLIPPER VACATIONS

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Print Name:Della Tall	Print Name: Kere Greene
Signature:	Signature:
Title: Director of Product Development & Strategy	Title: President
Date:	Date:3/29/19

PLEASE INITIAL EVERY PAGE: Partner Tour:

Clipper Vacations:

Page | 2

2019 Tour & Transportation Operator Partner Agreement



2019 Wholesale Agreement and Rates

TICKETING AND SALES AGENCY:

Company: Victoria Clipper

AGENCY CONTACT:

Name: Angelina Pappone

Email: apappone@victoriaclipper.com

Phone: 206-443-2560 ext. 3311 F

Fax: 206-443-2583

This service contract is by and between the Ticketing and Sales Agency and SHUTTLE EXPRESS, INC (SE) (collectively the "Parties"). The Parties agree as follows:

In conjunction to the Sales Agency Terms and Conditions

TERM

Agreement is effective for all sales on and between contract signing date and Dec. 31, 2019.

RATE AGREEMENT/NET PRICING

The agreed upon rates for SE are listed on pages 4 and 5 below. All other SE services quoted separately.

PAYMENT

Invoices to be mailed weekly, bi-weekly or monthly depending on balance. Net 30. Payments are late after 30 days; 1% interest charged monthly on invoices overdue. We bill for no shows. ^ Payments due within 30 days of receipt by AGENCY

VOUCHERS/BOOKINGS

All vouchers to indicate whether one way or round trip; bookings are to be made in advance with guest arrival times included. If sending manifests, they must be provided at least seven days before service is to be provided.

INSURANCE

SE, at its expense, will obtain and maintain in full force policies of insurance in the amount required by regulatory bodies including the Port of Seattle and the Washington Utilities and Transportation Commission as a minimum.

INDEMNIFICATION

SE will defend, indemnify, and hold harmless **AGENCY**, its officers, employees, and agents against and from all claims, suits, judgments, losses, damages, fines or costs resulting from any claim, suit or demand by any third party, including but not limited to injuries to or deaths of persons or loss of or damage to property, arising out of the provision of services under this agreement.

NOTICES

Notices under the terms of the agreement will be in writing and sent to the following addresses:

To SE:	Shuttle Express, Inc.	To: COMPANY	Name	Victoria Clipper	
	800 SW 16th St.		Address	2701 Alaskan Way, Pier 69	
	Renton, WA 98057			Seattle, WA 98121	
	Attn: Sales Department		Attn:	Angelina Pappone	

Initial and return with contract DT Page 1 of 5

Shuttle Express 2019 Wholesale Agreement and Rates

GENERAL PROVISIONS

- a) All services shall be completed in a good and safe manner, in compliance with all applicable laws.
- b) In the event AGENCY fails to comply with any provisions of this agreement, SE has the option to cease providing services without breach.
- c) SE shall not be liable for any delay due to circumstances beyond its control.
- d) Any changes to this document must be signed by both SE and AGENCY.
- Regulated rates provided are not valid until approved by the Washington Utilities and Transportation Commission.

AUTHORITY OF PARTIES

Each of the undersigned individuals represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of each corporate party indicated below and this Agreement is binding upon said party in accordance with its terms. This agreement is subject to regulatory approval and Shuttle Express will notify AGENCY within 10 days of receiving approval or denial from the Washington Utilities and Transportation Commission.

SHUTTLE EXPRESS, INC:	COMPANY:
Diane McCaully Signature	Signature
Diane McCaulley Name (please print)	Della Tall Name (please print)
	Director of Product Development & Strategy
Marketing and Client Relations Title Manager	Title



2019 Wholesale Agreement and Rates

BOOKING INFORMATION

- Rates are per person for scheduled service, can be per party or per person for share ride, dependent upon number of
 guests in party, and per vehicle for private services.
- Book online using the booking portal provided at least 24 hours in advance for share ride or scheduled transfers to
 guarantee availability, or email the guest manifest to sales@shuttleexpress.com at least 72 hours before service.
 All reservations made by phone, confirmation with details sent that night to the above email address
- Cancellation policies:
 - Contact us at least 24 hours before service by fax or email to cancel shuttle service.
 - Direct Bill Accounts: Cancellation fees will be charged per cancellation polices listed above, due Net 30.
- Required reservation booking information:
 - o Name, phone number, and email address of primary traveler or onsite point of contact (OPC).
 - Baggage count is required: Please include number of guests and checked bags so we can assign the
 proper vehicle. Fares include up to two carry-on and two standard-sized checked bags; additional perperson fee will be charged to accommodate the space requirements of additional luggage.

Vouchers

A pre-approved direct bill account or pre-paid service **is required** for wholesale arrival/departure transfers using vouchers. Passenger will redeem voucher with driver or SE staff upon arrival/departure, one voucher per guest, per trip. **Important:** If using vouchers, please include examples with your signed agreement.

Voucher language and guest information:

- Advanced bookings are required for arrival/departure transfers. One voucher per passenger, per trip.
- Luggage policy: We allow up to two standard-size checked bags and two carry-ons per guest.
 Guests with additional luggage must book additional seats for every extra 1-2 checked bags.
- Children under age 16 must be accompanied by an adult.
- Airport transfer rate does not include optional gratuity.

ARRIVAL PROCEDURES

How to find us at Sea-Tac Airport

Our check-in area is located on the 3rd floor of the parking garage at Sea-Tac Airport. From baggage claim, cross Sky Bridge #3 or #4 to the parking garage, then take the orange or purple elevator bank or escalator between to go down one floor to the Ground Transportation Plaza. Share Ride/Downtown Airporter/Scheduled Service check-in is located in the center of the Ground Transportation Plaza. Our kiosk is monitored from 6 a.m. to 1 a.m. For after-hours check-in, use our check-in-by-phone hotline.

How to find us at Pier 66:

Instructions for locating us will be sent under separate cover prior to start of season or sooner.

How to find our share-ride service at Pier 91:

After you leave the customs inspection area, proceed outside the terminal, cross the street and **follow the "Ground Transportation" signs**. Join the queue of guests with prepaid airport transfers. Present your confirmation or voucher to the agent onsite with your reservation information, which could be on your phone or printed out. Buses leave every 15 minutes between 7:45 and 10:00 a.m.

	D.	
Initial and return with contract	DI	Page 3 of

Shuttle Express 2019 Wholesale Agreement and Rates

PRIVATE BLACK CAR AND VAN SERVICE RATES

Call for pricing if zip code not listed below	Standard Sedan	Business Class Sedan	Standard SUV	Business Class SUV	Private Van	Extra Stop	Sea-Tac Meet 'n Greet	
Maximum checked luggage capacity	3	3	7	7	12			
City zip codes:	1-2 Pax	1-2 Pax	1-5 Pax	1-5 Pax	1-10 Pax	Add	Add	
Kent, Renton, Seattle, Skyway: 98032, 98055, 98056, 98057, 98058, 98059, 98101, 98104, 98108, 98118, 98121, 98122, 98134, 98136, 98144, 98146, 98148, 98154, 98164, 98166, 98178	\$66.00	\$93.50	\$88.00	\$115.50	\$126.50	\$22.00	\$5.50	
Auburn, NE Seattle, SW Seattle: 98001, 98031, 98102, 98106, 98112	\$71.50	\$99.00	\$93.50	\$121.00	\$132.00	\$22.00	\$5.50	
Bellevue, North Seattle, West Seattle, Federal Way: 98004, 98005, 98006, 98007, 98003, 98103, 98109, 98195, 98116, 98126	\$77.00	\$104.50	\$99.00	\$126.50	\$137.50	\$22.00	\$5.50	
Auburn, East Bellevue, South Federal Way, Milton: 98002, 98008, 98023, 98354	\$82.50	\$110.00	\$104.50	\$132.00	\$143.00	\$22.00	\$5.50	
North Seattle, Ballard: 98105, 98107, 98115, 98119	\$88.00	\$115.50	\$110.00	\$137.50	\$148.50	\$22.00	\$5,50	
Auburn, Kent/Covington, Kirkland, Medina, Pacific, North Seattle, Shoreline: 98092, 98042, 98033, 98039, 98047, 98117, 98133	\$93.50	\$121.00	\$115.50	\$143.00	\$154.00	\$22.00	\$5.50	
Fife, Issaquah, Maple Valley, Mercer Island, North Seattle, North Shoreline: 98424, 98029, 98038, 98040, 98199, 98125	\$99.00	\$126.50	\$121.00	\$137.50	\$148.50	\$22.00	\$5.50	
North Edmonds, Mt. Lake Terrace, East Redmond: 98020, 98043, 98052	\$104.50	\$132.00	\$126.50	\$148.50	\$159.50	\$22.00	\$5.50	
East Sammamish, North Shoreline, South Tacoma: 98075, 98155, 98177, 98422	\$110.00	\$137.50	\$132.00	\$159.50	\$170.50	\$22.00	\$5.50	
East Bothell, North Edmonds, East Issaquah, East Kirkland, Preston, East Sammamish, South Sumner, South Tacoma: 98011, 98026, 98027, 98034, 98051, 98074, 98391, 98402	\$115.50	\$143.00	\$137.50	\$165.00	\$176.00	\$22.00	\$5.50	
East Bothell, East Kenmore, Fall City, North Lynnwood, Puyallup, Sumner, Tacoma, University Place, Woodinville: 98021, 98024, 98028, 98036, 98087, 98371, 98372, 98373, 98374, 98375, 98390, 98403, 98404, 98405, 98406, 98408, 98409, 98416, 98418, 98421, 98443, 98445, 98447, 98467, 98499, 98444, 98466, 98077	\$121.00	\$148.50	\$143.00	\$170.50	\$181.50	\$22.00	\$5.50	
Mill Creek, Lynnwood, Redmond, South Tacoma, University Place: 98012, 98037, 98053, 98407, 98465	\$126.50	\$154.00	\$148.50	\$176.00	\$187.00	\$22.00	\$5.50	
North Everett, East Snohomish, South Stellacoom: 98204, 98208, 98296, 98388	\$148.50	\$176.00	\$170.50	\$198.00	\$209.00	\$22.00	\$5.50	
Private Pier Rates – Town Car / SUV / Van	Retail Rate	s (20% discour	t will be app	lied)	WAYA			
Piers 91 and 66 to/from Sea-Tac Airport, one way service	\$115.50	\$143.00	\$137.50	\$165.00	\$187.00	\$22.00	\$5.50	
Piers 91 and 66 to/from Seattle or Bellevue Downtown, one way service	\$77.00	\$104.50	\$93.50	\$121.00	\$148.50	\$22.00	\$5.50	

Initial and return with contract Page 4 of 5

Shuttle Express 2019 Wholesale Agreement and Rates

PRIVATE CHARTER SERVICE RATES

Private Hourly Charter Rates	Retail Rates (20% discount	will be a	oplied at tin	ne of orde	r; Net 30)	1		LOW.
Hourly Charters	Passengers	Max. checked luggage capacity	Min. Hrs.	1 hour	2 hours	3 hours	4 hours	Add'l hours	Airport fee*
Sedan	3-Jan	3	2	\$154.00	\$154.00	\$231.00	\$308.00	\$77.00	\$5.50
Business Class Sedan	3-Jan	3	2	\$198.00	\$198.00	\$297.00	\$396.00	\$99.00	\$5.50
suv	5-Jan	7	2	\$198.00	\$198.00	\$297.00	\$396.00	\$99.00	\$5.50
Business Class SUV	5-Jan	7	2	\$242.00	\$242.00	\$363.00	\$484.00	\$121.00	\$5.50
Exclusive Van	10-Jan	12	2	\$209.00	\$209.00	\$313.50	\$418.00	\$104.50	\$5.50
Shuttle Bus Mini	14-Jan	25	2	\$291.50	\$291.50	\$390.50	\$489.50	\$99.00	\$9.90
ADA Shuttle Bus Mini	12-Jan + 2 wheelchairs	25	2	\$291.50	\$291.50	\$390.50	\$489.50	\$99,00	\$9.90
Mercedes-Benz Sprinter Luxury	1-13 + front seat	25	2	\$352,00	\$320.00	\$415.00	\$510.00	\$95.00	\$9.00
Standard Mini Coach	28-32 (w/o luggage)	50	2	\$407.00	\$407.00	\$506.00	\$605.00	\$99.00	\$38.50
Motor Coach	55 + restroom	75	2	\$528.00	\$528.00	\$638.00	\$748.00	\$110.00	\$38.50

Private Pier Rates – Bus / Coach One-way between Sea-Tac Airport, Downtown Seattle and Bellevue, and Piers 91 and 66			Retail Rates Listed Below (20% discount applied at time of order, includes \$38.50 port-pier fee; Net 30)					
One Way Pier Service	Passengers	Max. checked luggage capacity	DT Seattle or Bellevue to/from Pier 91 or 66	Airport to Pier 91 or 66	Pier 91 or 66 to Airport			
Shuttle Bus Mini	14	25	\$291.50	\$301.40	\$291.50			
ADA Shuttle Bus Mini	12 + 2 wheelchairs	25	\$265.00	\$274.00	\$265.00			
Mercedes-Benz Sprinter Luxury	13 + 1 front seat	25	\$352.00	\$361.90	\$352.00			
Standard Mini Coach	28-32 w/o luggage	50	\$370.00	\$379.00	\$370.00			
Motor Coach	55 + restroom	75	\$528.00	\$566.50	\$528.00			



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Signature: Jella Jell	Signature:
Title: Director of Product Development & Strategy	Title: President
Date: _ 1 April, 2019	Date: 3/29/19

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WWW.CLIPPERVACATIONS.COM

Please initial every page, sign, date and return to the Clipper Product Team at product@victoriaclipper.com

This Agreement ("Agreement") is entered into as of $March 29^{4h}$, 2019 (the "Effective Date"), by the following parties ("Parties"):

Clipper Vacations USA, Inc. ("CV") with its principal offices at 2701 Alaskan Way, Pier 69, Seattle, WA 98121; and

JIMY SHERRELL / OWNER - KERE GREENE / PRESIDENT

(Legal name of owner/lessee/operator of company)

Shuttle Express
(Name of Business / Doing Business As) (Partner Tour/ Transportation Operator is referred to herein as "PT")

PURPOSE

This document and addendum will serve as an agreement and letter of understanding as accepted and signed by both parties for the time period of <u>January 1 - December 31, 2019</u>, after which this Agreement shall automatically renew for successive 12-month terms unless and until either PT or CV notifies the other in writing of its desire not to renew no fewer than 90 days prior to the end of the initial Term.

Clipper Vacations (CV) will:

- Pay net rates plus applicable taxes after customer has completed tour or transportation travel. Payment will be made within 30 days upon receiving billing invoice from PT.
- Send PT a booking notice email every night for any new/modified/cancelled CV bookings made in the call center or online that day; each booking will indicate number of people, date/time and type of product booked.
- Call PT to check availability for any bookings made within PT's provided release window.
- Feature PT's tours and transportation on ClipperVacations.com and in printed materials provided to CV guests on-board vessels.
- Inform PT of any CV passenger cancelations due to weather or denial of entry by border authorities, on day of booked tour.

Tour/ Transportation Operator (PT) will:

- 1. Provide CV with net rates of at least 20% less than retail, as detailed in the addendum.
- Provide billing invoices to CV by 30 days after tour/ transportation service has been completed by email (partnerbilling@victoriaclipper.com) or mail to CV's accounting department. Invoices are to be provided as follows:
 - Summarized by tour name, units or passengers, rate, and total, and MUST be accompanied with vouchers
 OR
 - Detailed in excel spreadsheet with guest name, booking number, rate, and date.

For all CV bookings made on-board Victoria Clipper, collect the booking voucher from customer and either copy/fax or scan voucher to include with monthly invoice. Invoices submitted any later than 60 days after the service has been provided are not subject to payment by CV.

- 3. Inform CV in a timely manner if any contracted tour or transportation is sold out or canceled on any date.
- Not charge CV if a booking is canceled due to a delayed/canceled Clipper vessel sailing or if guest is denied entry by border authorities.
- 5. Provide an email address where CV should send all supplier booking notices. Please list on addendum.
- Provide a current insurance policy, showing Clipper as secondarily insured during term of agreement. Details
 are listed below.

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CLIPPER VACATIONS

2019 TOUR & TRANSPORTATION OPERATOR TERMS & CONDITIONS

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Requirements for Insurance Certificates

- Liability insurance must meet or exceed \$2.5 million
 - This can include the umbrella insurance.
- . "Clipper Vacations USA, Inc.." must be named as additionally insured on the certificate.
 - This can include being noted as the holder and the holder listed as additionally insured.

IMPORTANT NOTE: PT must send CV a new certificate in advance of expiration date or all PT product will be stop sold and removed from all CV sales platforms until a new certification is provided.

Limited License to Use PT Name, Logo and/or Photos as part of Clipper Vacations Marketing

Subject to the terms and conditions of this Agreement, PT grants to CV a non-exclusive, royalty free, right and license during the Term to use, reproduce, distribute and display in any format on the CV website and in related promotional materials (a) PT's trademarks, trade names, service marks and logos ("Licensed Marks") and (b) pictures, photographs and descriptions of PT products ("Licensed Content"), in each case that have been provided to or made available to CV by or on behalf of PT. CV agrees not to use the Licensed Marks or Licensed Content in any manner that is disparaging or that otherwise could reasonably be expected to have an adverse impact on the goodwill associated with the Licensed Marks, diminish their value, or the corporate image, business or reputation of PT.

Partner Marketing

For Vancouver Island and San Juan Island partners, PT agrees to add and maintain a referring link from PTs website to www.ClipperVacations.com. The link to CVs website is preferred within a "How To Get Here" section or similar page. For all other partner destinations, PT agrees to add a referring link to CVs homepage within a "partners" page or similarly appropriate area of website.

Limitation of Liability and Damages

Both parties agree to defend, indemnify and hold harmless each other and their affiliates, together with officers, directors and the employees against any and all claims, losses, lawsuits, damages, and expenses arising from, based on or otherwise attributed to each other's provision of services.

SIGNED: Clipper Vacations	Business Name:
Print Name: Della Tall	Print Name: Kere Greene
Signature: Della Gell	Signature:
Title: Director of Product Development & Strategy	Title: President
Date: 1 April, 2019	Date: 3/29/19

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