



2017 Wholesale Agreement and Rates

AGENCY: SMS International Shore Operations U.S., Inc.
AGENCY CONTACT: Name: Andrius Zickevicius Email: azickevicius@smscruiises.com
 Phone: 30-290-3000 x8111 Fax: 786-953-6633
SHUTTLE EXPRESS: Refers to Shuttle Express, Inc. – Certificate No. C-975
SALES PERIOD: WUTC Approval Effective Date ~~March 1, 2017~~ - December 31, 2017
 3-19-2017 WM

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

TERM

Agreement is effective for all sales on and between WUTC Approval Effective Date ~~March 1, 2017~~ and Dec. 31, 2017. March 19, 2017 - WM

RATE AGREEMENT/NET PRICING

The agreed upon rate for SE services rendered is retail pricing for all areas offered. SE will determine pricing annually. All other SE services will be quoted upon request.

PAYMENT

Invoices due upon receipt, net 30 days. We bill for no shows.

VOUCHERS/BOOKINGS

All vouchers to indicate whether one way or roundtrip; 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. 800 SW 16 th St. Renton, WA 98057 Attn: Sales Dept.	To: SMS International Shore Operations U.S., Inc.	Name SMS INTERNATIONAL SHORE OPERATIONS US Address 1007 N AMERICA WAY SUITE 505 MIAMI, FL 33132 Attn: NORA VEGA
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2016 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.
- e) 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.:

Signature

Wesley Marks

Name (please print)

Director of Compliance

Title

SMS International Shore Operations U.S., Inc.:

Signature

ANDRIUS ZICKEVICIUS

Name (please print)

ASSOCIATE VICE PRESIDENT

Title



2017 Wholesale Agreement and Rates

Booking Information

- Rates are per party for Share Ride, dependent upon number of guests in party, and per vehicle for private services.
- Book online using the booking portal provided or email the guest manifest to sales@shuttleexpress.net at least seven days before service. Book at least 24 hours in advance for shared and scheduled transfers and at least 72 hours in advance for private service.
- **Private Group Transfers (Advance Bookings Required)**
Private group transfers and charters are available with advanced bookings. Contact us for pricing. Options include 14-28 passenger mini coaches; 55 passenger motor coaches; town cars, SUVs and limos for hourly or point-to-point service.
Email Address: sales@shuttleexpress.net
Mailing Address: 800 SW 16th St., Renton, WA 98057
Phone Number: (425) 981-7000 Fax Number: (425) 981-7053
- **Cancellation policy**
Contact us *at least 24 hours before service* by fax or email to cancel shuttle service. Private non-airport service cancellation policy will be provided upon request. No shows will be billed.
- **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 #4 to the parking garage, then 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.

How to find us at Pier 66:

After leaving the Customs Inspection area, turn right and proceed south past the bus area to the sidewalk along the street. Look overhead for the sky bridge. (Do NOT cross the sky bridge.) Our coordinators are located just beyond the sky bridge and the Conference Center entrance.

How to find us at Pier 91:

After you leave the customs inspection area, the Shuttle Express check-in is located outside the terminal, across the street and at the end of the covered walkway. Our coordinators will check you in and escort you to your vehicle when you are assigned.

Initial and return with contract 

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RATES

Downtown Airporter Service

Downtown Airporter service (one way) between Sea-Tac Airport and the following downtown Seattle hotels: Retail Net
\$18 pp \$14.40 pp

- Crowne Plaza
- Fairmont Olympic
- Grand Hyatt
- Hilton Seattle
- Renaissance
- Sheraton Seattle
- Warwick
- Westin Seattle

Initial and return with contract AB Page 4 of 4



2017 Wholesale Agreement and Rates

AGENCY: CLIPPER VACATIONS

AGENCY CONTACT: Name: Email: Phone: Fax:

SHUTTLE EXPRESS: Refers to Shuttle Express, Inc. - Certificate No. C-975

SALES PERIOD: WUTC Approval Effective Date ~~1/1/17~~ 3-19-2017 - December 31, 2016 7

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To SE: Shuttle Express, Inc. 800 SW 16th St. Renton, WA 98057 Attn: Sales Department To: Clipper Vacations Name: Della Tall Address: 2701 Alaskan way Seattle, WA 98121 Attn:



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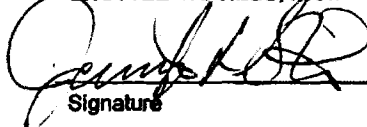
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SHUTTLE EXPRESS, INC.:


Signature

Jennifer Steiner
Name (please print)

Sales Director
Title

CLIPPER VACATIONS:


Signature

Della Tall
Name (please print)

Director, product strategy + Dev.
Title



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- **Private Group Transfers (Advance Bookings Required)**
Private group transfers and charters are available with advanced bookings. Contact us for pricing. Options include 14-28 passenger mini coaches; 55 passenger motor coaches; town cars, SUVs and limos for hourly or point-to-point service.
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How to find us at Pier 91:

After you leave the customs inspection area, the Shuttle Express check-in is located outside the terminal, across the street and at the end of the covered walkway near parking slots "S" and "T." Our coordinators will check you in and escort you to your vehicle when you are assigned.



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RATES

<p>* Downtown Airporter Service</p> <p>Downtown Airporter service (one way) between SeaTac Airport and the following downtown Seattle hotels:</p> <ul style="list-style-type: none"> • Crowne Plaza • Fairmont Olympic • Grand Hyatt • Hilton Seattle • Renaissance • Sheraton Seattle • Warwick • Westin Seattle 	<p>Retail</p> <p>\$18 pp</p>	<p>Net</p> <p>\$14.40 pp</p>
<p>* Scheduled Shuttle Service - Hotels</p> <p>Scheduled service (one way) between SeaTac Airport and the following Seattle hotels:</p> <ul style="list-style-type: none"> • Best Western Executive Inn • Courtyard by Marriott – Seattle • Edgewater • Four Points by Sheraton • Holiday Inn Express & Suites (Seattle Center) • Holiday Inn Seattle • Hotel 5 • Hyatt at Olive 8 • Marriot Waterfront • Maxwell Hotel • Red Lion on 5th Avenue • Silver Cloud – Stadium • SpringHill Suites Seattle • Paramount Hotel • Quality Inn & Suites • W Hotel 	<p>Retail</p> <p>\$18 pp</p>	<p>Net</p> <p>\$14.40 pp</p>
<p>* Scheduled Shuttle Service - Piers</p> <p>Scheduled Service – SeaTac Airport to/from pier 66/91</p> <hr/> <p>Scheduled Service – Select Bellevue Hotels to/from Pier 66/91 Coast Hotel, Bellevue Red Lion, Hyatt, Hilton</p> <hr/> <p>Scheduled Service – Major Downtown Seattle Hotels to/from Pier 66/91</p>	<p>Retail</p> <p>\$22 pp</p> <hr/> <p>\$20 pp</p> <hr/> <p>\$12 pp</p>	<p>Net</p> <p>\$17.60 pp</p> <hr/> <p>\$16.80 pp</p> <hr/> <p>\$9.30 pp</p>
<p>Share Ride Service</p> <p>SeaTac Airport - Airport-area hotels</p> <hr/> <p>SeaTac Airport - all other downtown Seattle-area hotels not listed above.</p> <hr/> <p>SeaTac Airport - Bellevue-area hotels</p> <hr/> <p>SeaTac Airport - Redmond, Everett, Tacoma area hotels <i>Excludes the following Tacoma hotels (private service only): Hotel Murano, Best Western (Tacoma Dome), LaQuinta Inn, Red Lion Hotel, Lakewood Motor Inn</i></p>	<p>Retail</p> <p>\$30 - \$35</p> <hr/> <p>\$34 - \$41</p> <hr/> <p>\$38 - \$51</p> <hr/> <p>\$42 - \$67</p>	<p>Net</p> <p>\$21 pp</p> <hr/> <p>\$23.50 pp</p> <hr/> <p>\$26.50 pp</p> <hr/> <p>\$29 pp</p>

Fuel surcharges currently do not apply to Downtown Airporter, Scheduled Service and Share Ride but may be added as necessary. Gratuity not included.