

Business Agreement (Contract)

Tourism Company “Nare Travel and Tours” LLC, hereinafter referred as PROVIDER, represented by Directing Manager, Vatche Gulumian, from one part,
and Tourism Company _____, hereinafter referred as FIRM, represented by _____, from the other part, sign this agreement on the following:

For the purposes of the present Agreement, a Tour is considered to be a package of tourist services, including the choice of a route, booking and purchasing of hotel accommodation, excursions, transportation, and spa services given by PROVIDER.

1. SUBJECT OF AGREEMENT

1.1. PROVIDER concedes agency rights to FIRM to sell Tours, organized by PROVIDER.

1.2. PROVIDER sells, and FIRM buys Tours from PROVIDER to further sell them to their clients (tourists) under conditions, defined by the present Agreement.

1.3. FIRM carries out commercial activity for selling the Tours of PROVIDER in conditions of full financial independence and takes up all expenses for the realization of the specified activity, including telephone, telex, fax communications, and other overhead charges.

1.4. FIRM has no right to act on behalf of PROVIDER beyond the responsibilities established by the present Agreement for the activity related to selling the Tours of PROVIDER by FIRM.

2. OBLIGATIONS OF THE PARTIES

2.1. PROVIDER undertakes:

2.1.1. To provide FIRM with rates for hotel accommodation, transport, and excursion services, etc

2.1.2. To accept the Request for the Tour organization from FIRM.

2.1.3. To inform FIRM on formal requirements, conditions and restrictions imposed on tourists from carriers, consulates, customs and other establishments.

2.1.4. To inform FIRM within 3 working days since the Request receipt regarding possibility of the Tour execution for the required dates and to make an invoice for the Tour payment. In case of impossibility of the Tour organization (absence of vacant seats or rooms) in the specified time limits, PROVIDER offers alternative dates or hotel accommodation.

2.1.5. To make, on compliance of the time limits established in point 2.2. by FIRM and compliance to the conditions listed in point 2.1.3., booking, organization, purchase and offering the hotel accommodation, transportation and other tourist services to tourists of FIRM included in the Tour and ordered by them.

2.1.6. To issue documents, certifying booking and payment of Tour and to handle it to FIRM not later than 24 hours prior to the beginning of Tour.

2.1.7. To provide FIRM with necessary technological, methodical, and promotional materials for support of selling the Tour to Armenia.

2.2. FIRM undertakes:

2.2.1. To carry out selling Tours to the Clients.

2.2.2. To represent PROVIDER with the request with the client’s names and number of tourists, not later than for 7 calendar days up to a planned date of the Tour, agreed with PROVIDER.



2.2.3. At acknowledgement of booking under the forward ordering by PROVIDER, to direct the Order with the instruction of a surname, a name and a patronymic of tourists and their passport data not later than 5 working days prior the Tour.

2.2.4. To settle the bills presented by PROVIDER

3. INSURANCE OF CLIENTS

3.1. FIRM incurs the obligation to insure its clients.

4. SETTLEMENT BETWEEN THE PARTIES

4.1. FIRM makes an advance payment to PROVIDER at the net rate of the Tour by bank transfer to the account of PROVIDER within 3 bank days since the moment of invoicing and not later than 7 days prior to the Tour. All the rates are paid in US dollars. All kinds of the payments related to obligations of the parties under the present Agreement are made according to the bank details of PROVIDER current account.

4.2. All charges for bank transactions are taken up by the party which makes the transaction. Additional charges of banks-foreign correspondence assistants are paid by FIRM according to the amount of these charges specified by PROVIDER in a separate line.

4.3. In case of debts on payments of one of the Parties, a basis for recalculations is cost of the services rendered by the Parties in US dollars.

4.4. In case of no receipts of money resources on the account of PROVIDER in target dates, PROVIDER reserves the right to cancel the reserved tourist services with application of the penal sanctions specified in point 6.

4.5. If the Tour is cancelled or proved to be impossible on fault of one of the Parties, PROVIDER returns to FIRM cost of unutilized Tour in view of possible penalties within 30 days receiving advance payment.

4.6. At a major fluctuation of an exchange rate of local currency of PROVIDER to a dollar equivalent, the price of Tour is subject to revision. PROVIDER is obliged to inform FIRM about it not less than 10 days prior to beginning of the Tour or the hotel booking.

5. RESPONSIBILITY OF THE PARTIES

5.1. PROVIDER takes responsibility to FIRM for performance of obligations taken up (point 2.1. of the present Agreement) only under condition of compliance with requirements of the present Agreement by FIRM.

5.2. PROVIDER takes full responsibility to FIRM for the damage caused as a result of wrong official registration of papers.

5.3. PROVIDER does not take responsibility and does not compensate damage in case of force majeure circumstances (unforeseen, inevitable, uncontrollable phenomena and events: acts of nature, military actions, strikes, etc.).

5.4. PROVIDER does not take responsibility for untimely registration by the Consulate Department of visas and/or rejection of visa issuance. Untimely registration of the visa or its rejection does not exclude a possibility of application of the penal sanctions specified in contract prices of PROVIDER.

5.5. PROVIDER does not take responsibility for canceling or change of a departure time of trains and flights and the changes of the Tour program related with it. In these cases, the responsibility to FIRM is taken with aviation, railway carriers in accordance with the international rules.



5.6. PROVIDER does not take responsibility for accidents, caused by tourists' misbehavior, and for loss of luggage, jewelry, money, and other incidents, not dependent on PROVIDER.

5.7. All claims of the tourists forwarded by FIRM to PROVIDER are accepted for consideration against valid documents and before the expiry of the term of stay in the country of service.

5.8. Damage caused by the tourist, directed by FIRM, is compensated directly by the tourist in full.

5.9. FIRM takes full responsibility for correctness of the clients' passport data specified in the Request.

6. PENALTY SANCTIONS

6.1. In case of cancellation by FIRM and failure of booking, FIRM should pay the penalty to PROVIDER. The penalty counting accordingly expenses of PROVIDER during organization of tour and accordingly hotel's policy specified in booking confirmation.

6.2. In case of refusal to enter the country or transit for passengers for the reasons which have been not connected with performance of obligations by PROVIDER, FIRM guarantees the reimbursement, related to deportation.

6.3. If the travelers violate Rules of travel and conveyance, causing damage of property of air carrier, penalties are raised from the guilty person in the amount stipulated by the current legislation of a host country.

7. ADDITIONAL CONDITIONS

7.1. The present Agreement is signed on _____ and is valid up to _____.

7.2. The Agreement is made in 2copies having equal validity.

7.3. The Agreement inures from the moment of its signing by both Parties.

7.4. All changes or additions to the present Agreement are valid in written form.

7.5. In case of disputes related to execution of obligations by the Parties under the present Agreement, the Parties will undertake all efforts for their sanctions by negotiations. In case of impossibility to come to an agreement as a result of negotiations disputes are resolved:

7.5.1. In the international arbitration Armenia, in case of claims from PROVIDER.

7.5.2. In the international arbitration Armenia, in case of claims from FIRM.

7.6. Should a Party wish to terminate the present Agreement, it must warn the partner about the intentions not later than 2 months prior to desirable date of cancellation and to settle all payments in the specified term and to clear all possible debts.

7.7. Conditions of the present Agreement and commercial, technological, economic or other (except for well-known) information received by the parties from each other during joint activity, are confidential and are not a subject to disclosure without the consent of the other Party. The party guilty of violation of this condition, compensates all losses to the partner in full.

8. DIGITAL COMUNICATION AND BOOKING SYSTEM (Nare Portal)

With this document the FIRM acknowledge and accept the Terms and Conditions and the Privacy Policy published in the web tool referred as Nare Portal "URL: <https://portal.nare.am/>"



9. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES**NARE TRAVEL AND TOURS LLC****ADDRESS:** RA, YEREVAN TUMANYAN 9**TEL:** + 374 10 545 046**MOB:** +374 91 00 50 46 /48/ +374 33 00 50 46**EMAIL:** vatche.gulumian@nare.am**BANK ACCOUNT NO.:**
2050022529351001 AMD
2050022529351020 USD**ACC:**
02810368**BANK NAME:**
INECOBANK CJSC**ADDRESS:****TEL:****MOB:****EMAIL:****BANK ACCOUNT NO.:****ACC:****BANK NAME:**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**On behalf of NARE TRAVEL AND TOURS
LLC**Name:
Designation:**On behalf of**Name:
Designation:_____
Signature/ stamp
Date signed:_____
Signature/ stamp
Date signed: