



United TMC Production Agreement

The Travel Society("Agency")
 Kathy Gallegos
 650 Cherry St. #200
 Denver, CO 80220

ARC #(s): **06556631**
 Tour Code: **315KE**
 UCS ID: **61138**
 Location: **Systemwide**
 Valid Ticket Dates: **9/15/2021 – 12-31-2022**
 Valid Travel Dates: **9/15/2021 – 01-31-2023**

The parties agree as follows:

1) Purpose:

During the Valid Ticketing Dates, United Airlines, Inc. ("United") will provide Agency with discounts off air travel ("Discounts") for the exclusive benefit of the Eligible Passengers in accordance to the terms and conditions of this United TMC Production Agreement ("Agreement"). Agency and United are each a party to this Agreement.

2) Eligible Passengers:

These are individuals traveling during the Valid Travel Dates for purposes of the planning, development, auditioning, rehearsal, execution, broadcast or tear down of film/cinema, theatrical, athletic, television, radio or other entertainment productions of the Agency. Eligible Passengers excludes individuals traveling for reasons other than the production of these enterprises, including, but not limited to, event spectators, non-production related business meetings, sales and industry conferences, and leisure travel.

3) Discounts:

******Discounts using account code EMT01 (discounts only)******

Eligible Flights for account code EMT01 are defined as:

- **United Flights:** Flights operated by United or operated by other airlines and branded United Express.
- **Flights between the U.S. & Canada:** Flights marketed and/or operated by Air Canada ("AC").
- **Flights via the Atlantic:** Flights marketed and/or operated by Air Canada ("AC"), Austrian Airlines ("OS"), Tyrolean Airways (VO), Brussels Airlines N.C. ("SN"), Lufthansa German Airlines ("LH"), Swiss International Air Lines LTD ("LX"). Additional carriers for travel within Europe, Middle East, Africa and India may be permitted between select cities. Check the rule conditions in your GDS system for these additional airline partners. Discounts on LH/OS/VO/SN/LX marketed flights applicable only when the itinerary origin is from US 50 States/Mexico/Central America.
- **Flights via the Pacific:** Flights marketed and/or operated by All Nippon Airways ("NH"), and United codeshare flights operated by Air New Zealand ("NZ"). **Japan point of origin is excluded.**

Using account code EMT01 to auto-price, Agency may apply the following Discounts to Eligible Flights ticketed during the Valid Ticketing Dates for travel by the Eligible Passengers during the Valid Travel Dates.

Within US 50 States and between US 50 States and Canada

Note: flights between US 50 States and Canada applicable on UA / AC only

First Letter of Fare Basis	Applicable Discount
J, C	10%
D, Z, P, Y, B, M, E, U, H, Q, V, W, K	5%
S, T, L, G	2%


LAX / SFO to / from EWR / JFK

First Letter of Fare Basis	Applicable Discount
J	20%
C, D, Z, P, Y	10%

Point of Origin: LAX / NYC (LGA / EWR / JFK) via the Atlantic to LHR

First Letter of Fare Basis	Applicable Discount
J, C	15%
J book C	30%
D, Z, Y, B, M, E, U, H, Q, V, W, S, T L, K, G, N	10%
O, A* (*applicable on UA only)	5%

Point of Origin: US 50 States / Canada / Mexico / Central America via the Atlantic to Europe / Middle East / Africa / India

First Letter of Fare Basis	Applicable Discount
F*, A*, J, C (*excludes UA)	15%
F book A (excludes UA)	25%
J book C	30%
D, Z, Y, B, M, E, U, H, Q, V, W, S, T, L, K, G, N	10%
O, A* (*applicable on UA only)	5%

Point of Origin: Europe / Middle East / Africa / India via the Atlantic to US 50 States / Mexico / Canada / Central America

Note: discounts on LH / OS / VO / SN / LX marketed flights not permitted

First Letter of Fare Basis	Applicable Discount
A, D, Z	3%
B	10%
M, U	8%
H, Q, V, W	5%

Point of Origin: US 50 States via the Pacific to Asia

Note: applicable on UA / NH only; excludes NH operated flights to China / India / South Korea

First Letter of Fare Basis	Applicable Discount
F**, A**, J, C, D, Z	15%
F book A**	25%
J book C	30%
Y, B, M, U, H, Q, V, W, S, T, L, K, G*, E*	10%
G**, E**, O, A*	5%

*Applicable on UA only

**Applicable on NH only

To / From all other international destinations

Note: discounts on LH / OS / VO / SN / LX marketed flights applicable only when the itinerary origin is from US 50 States / Mexico / Central America; discounts on NZ marketed flights not permitted)

First Letter of Fare Basis	Applicable Discount
J, C, D, Z	15%
P, Y, B, M, E, U, H, Q, V, W, S, T, L, K, G	10%
O, A	5%


Additional information:

- Discounts are non-commissionable (including any retroactive commission) and are not cumulative.
- Discount level applicable based on 1st letter of fare basis code.
- Fares may not be combined with any airline not listed in this agreement, any other certificate programs, coupons, or other discount offers.
- Discounts may not apply when (10) or more people are traveling together on the same United Flight (i.e., group travel). United offers a separate program to accommodate group travel.

******Discounts using account code ENT15 (discounts & commissions)******

Eligible Flights for account code ENT15 are defined as:

- **United Flights:** Flights operated by United or operated by other airlines and branded United Express.
- **Flights via the Atlantic:** Flights marketed and/or operated by Air Canada (“AC”), Austrian Airlines (“OS”), Tyrolean Airways (VO), Brussels Airlines N.C. (“SN”), Lufthansa German Airlines (“LH”), Swiss International Air Lines LTD (“LX”). Additional carriers for travel within Europe, Middle East, Africa and India may be permitted between select cities. Check the rule conditions in your GDS system for these additional airline partners.
- **Flights via the Pacific:** Flights marketed and/or operated by All Nippon Airways (“NH”).

Using account code ENT15 to auto-price, Agency may apply the following Discounts to Eligible Flights ticketed during the Valid Ticketing Dates for travel by the Eligible Passengers during the Valid Travel Dates.

US 50 States via the Atlantic to Europe / Middle East / Africa / India (For LAX / NYC POO – see below)

First Letter of Fare Basis	Discount %	Commission %
F**, A**, J, C	5	10
F book A**	15	10
J book C	20	10
D, Z, Y, B, M, E, U, H, G	5	5
O**, Q, V, W, S, T, L, K	10	0
O, A*	3	2

*Applicable on UA only

**Excludes UA

LAX / NYC (LGA / EWR / JFK) via the Atlantic to Europe / Middle East / Africa / India

First Letter of Fare Basis	Discount %	Commission %
F**, A**	5	10
J, C, D	8	10
F book A**	15	10
J book C	20	10
Z, Y, B, M, E, U, H, G	5	10
O**, Q, V, W, S, T, L, K	10	0
O, A*	3	2

*Applicable on UA only

**Excludes UA

LAX / NYC (LGA / EWR / JFK) via the Atlantic to LHR

First Letter of Fare Basis	Discount %	Commission %
J book C	25	10
O, A*	3	2

*Applicable on UA only

US 50 States via the Pacific to Asia (For LAX / NYC POO – see below)

Note: excludes NH operated flights to China / India / South Korea

First Letter of Fare Basis	Discount %	Commission %
F**, A**, J, C	5	10
F book A**	15	10
J book C	20	10
D, Z, Y, B, M, E*, U, H, G*	5	5
O**, Q, V, W, S, T, L, K	10	0
O, A*	3	2

*Applicable on UA only

**Excludes UA

LAX / NYC (LGA / EWR / JFK) via the Pacific to Asia

Note: excludes NH operated flights to China / India / South Korea

First Letter of Fare Basis	Discount %	Commission %
F**, A**	5	10
J, C, D	8	10
F book A**	15	10
J book C	20	10
Z, Y, B, M, E, U, H, G	5	10
O**, Q, V, W, S, T, L, K	10	0
O, A*	3	2

*Applicable on UA only

**Excludes UA

US 50 States to Australia (For LAX / NYC POO – see below)

Note: Applicable on UA only

First Letter of Fare Basis	Discount %	Commission %
J, C	5	10
D, Z, P, Y, B, M, E, U, H	5	5
Q, V, W, S, T, L, K, G	10	0
O, A	3	2

LAX / NYC (LGA / EWR / JFK) to Australia

Note: Applicable on UA only

First Letter of Fare Basis	Discount %	Commission %
J, C, D, Y, B, M, E, U, H	5	10
Z, P	5	5
Q, V, W, S, T, L, K, G	10	0
O, A	3	2

US 50 States to Latin America (For LAX / NYC POO – see below)

First Letter of Fare Basis	Discount %	Commission %
J, C	7	8
D, Z, P, Y, B, M, E, U, H	5	5
Q, V, W, S, T, L, K, G	10	0
O, A*	3	2

*Applicable on UA only



LAX / NYC (LGA / EWR / JFK) to Latin America

First Letter of Fare Basis	Discount %	Commission %
J, C, D, Y, B, M, E, U	7	8
Z, P, H	5	5
Q, V, W, S, T, L, K, G	10	0
O, A*	3	2

*Applicable on UA only

LAX / SFO to / from NYC (LGA / EWR / JFK)

First Letter of Fare Basis	Discount %	Commission %
J	10	10
C, D, Z, P, Y	5	5

Additional information:

- **Valid on US point of sale and US point of origin itineraries only.**
- Plating carriers include UA (016), LH (220), AC (014), SN (082), LX (724), OS (257) NH (205) only.
- Valid for ticketing only by the ARC locations listed above. Agency debit memos will be issued if any unauthorized agency issues tickets under this program without the prior written approval from United.
- Agency must deduct its TOT Commission amount at the time of ticketing. If for any reason TOT Commission is not taken at time of ticketing, then TOT Commission may, under no circumstances, be claimed at a later time. Retroactive TOT commission claims will not be honored or enforceable.
- All TOT Commissions may only be calculated against the applicable fare prior to any taxes, applicable fees, surcharges and other service charges.
- TOT Commission may not be taken in conjunction with any other discounts including, but not limited to: corporate discount fares, travel discount certificates, negotiated group rates, crew-rotation fares, two-for-one offers, and the like.
- Unless specifically permitted in writing by United, no additional commission will be paid based upon any TOT Commission claimed and TOT Commissions shall not be combinable with any other incentives or promotions that require ticket designators or tour codes.
- Tickets will be limited to confirmed flights.
- Agency will need to manually calculate and enter the applicable TOT Commission in the commission box and enter the assigned tour code in the tour code box.
- Discount applicable on published tariff fares only and discount level applicable based on 1st letter of published tariff fare purchased.
- Discounts subject to the published tariff fare rules of the fare ticketed. Agency is not permitted to override or modify the published tariff fare ticket designator or any other published fare rule.
- Fares may not be combined with any airline not listed in this agreement, any other certificate programs, coupons, or other discount offers.
- Discounts may not apply when (10) or more people are traveling together on the same United Flight (i.e., group travel). United offers a separate program to accommodate group travel.
- Combining Time of Ticketing commission programs is not permitted.



4) Reservations and Ticketing Instructions:

When making reservations through your travel agency, provide the following important information:

- United has filed a generic account code with ATPCO for auto-pricing the discounts.
- **Discount pricing account code – EMT01 or ENT15**

GDS	EMT01
Amadeus	FXX/R,U*EMT01
Apollo	\$B-:EMT01
Galileo	FQ-:EMT01
Sabre	WPIEMT01±XC
Worldspan	4PFSR±/□□EMT01.AC

GDS	ENT15
Amadeus	FXX/R,U*ENT15
Apollo	\$B-:ENT15
Galileo	FQ-:ENT15
Sabre	WPIENT15±XC
Worldspan	4PFSR±/□□ENT15.AC

To avoid incurring debit memos and ensure proper tracking of United Entertainment Rewards, the Tour code must only appear in the Tour Code box.

Note: Do not add letters “IT” in the Tour Code box or any other information in the Tour Code box other than the tour code.

- Include in the reservation a single OSI message as follows: United Entertainment <tour code>i.e. United Entertainment 123XX. (Your specific tour code is indicated at the top of this contract.)
- Debit memos may be issued if the OSI message is not included in the reservation.
- For further information or questions, agencies should email United at uaspecialtycontract@united.com.
- Ticketing valid on UA/LH/LX/AC/OS/SN/NH ticket stock.

5) United Jetstream Amenity Fund Program:

During the Valid Ticketing Dates, Agency will be eligible to earn United Jetstream® funds (“Amenity Funds”), to be used solely in connection to Eligible Flights and for the exclusive benefit of Eligible Travelers:

- To become eligible to earn the Amenity Funds, Agency must generate at least \$30,000 of Flown Revenue (“Threshold”). For the purpose of earning Amenity Funds, “Flown Revenue” is defined as revenue attributable to Eligible Flights sold by the Agency, excluding any government-imposed taxes, fees, passenger facility charges, levies and the like.
- Upon reaching the Threshold, Agency will earn the equivalent of 2% of the Flown Revenue in Amenity Funds to be deposited in the Agency’s United Jetstream® account.
- Amenity fund earning calculations will be based exclusively upon the data contained in United’s records.

Agency may use the Amenity Funds in accordance to the following terms and conditions:

- Amenity Funds are exclusively available for use through the Agency’s United Jetstream account.
- The Amenity Funds will be available for Agency’s use for a period of one year following their deposit into Agency’s account. Upon expiration, any remaining Amenity Funds will revert to United and will no longer be available to the Agency for its use.
- Amenity Funds may only be used to purchase United products and services, as offered through the Agency’s United Jetstream account.
- Additional terms and conditions may apply to the purchase and use of the United products and services available for purchase. The price and conditions applicable to these products and services is subject to change.
- Amenity Funds may not be converted into cash.
- Amenity Funds remaining at termination of the Agreement may not be extended.
- All Amenity Fund purchases are final and non-refundable, no refunds or credits will be provided for any funds applied to the purchase of services and products.



6) Media Bags:

Representatives from network television, broadcasting and commercial filmmaking companies will be charged a flat service charge to check camera, film, and lighting and sound equipment. The items must be checked by the media representative and the charges are per item at the prices listed in the chart below. The discounted service charge applies for worldwide travel on flights marketed and operated by United, and is subject to seasonal and permanent baggage embargoes. For flights connecting to other airlines, baggage charges are subject to the connecting airline's baggage policies.

Media checked bag service charge table

Travel region	Each bag up to 99.9 lbs., including oversized baggage
Within North America (including the U.S., Canada, Mexico, the Caribbean and Central America)*	\$50
Outside of North America*	\$70

*All charges are calculated on a one-way basis.

To obtain media checked bag service charge rates, media representatives should provide United airport check-in counter representatives with media credentials; company personnel identification for an entertainment, media or production company; or clearly identified media equipment cases labeled with company identification. If the media representative is unable to provide such verification, Agencies will be charged standard checked baggage service charges. Spouses and/or other companions, whether traveling in the same or separate reservation as the media personnel, are not eligible for the discount unless they present eligible media credentials. Special requests will be looked at "per request" basis via entertainment@united.com.

7) United Signature Service

Eligible Passengers traveling Eligible Flights are eligible for a 10% discount off United Signature ServiceSM program, operated by Global Airport Concierge. The Eligible Passenger must be traveling on an eligible ticket within 24 hours of a United Signature ServiceSM reservation. Please visit united.globalairportconcierge.com for full terms and conditions. To book United Signature ServiceSM services using the discount, contact <https://united.globalairportconcierge.com>.

- **Promotional code – PRODUCTION10**
- Agency will be ineligible for discount if it already participates in any other commission arrangement with United Signature ServiceSM or Global Airport Concierge.

United Signature ServiceSM offers an elevated level of assistance during time at the airport. This option is currently available for Eligible Passengers traveling to, from or through:

- | | |
|-------------------|---------------------------|
| • Amsterdam | • Munich |
| • Beijing | • New York LaGuardia |
| • Berlin | • New York/Newark |
| • Chicago O'Hare | • Paris Charles de Gaulle |
| • Frankfurt | • Rome |
| • Hong Kong | • San Francisco |
| • Houston | • Sydney |
| • London Heathrow | • Tel Aviv |
| • Los Angeles | • Toronto |
| • Melbourne | • Washington Dulles |
| • Milan | |

A United Signature Service concierge will be there to help throughout the Eligible Passenger's time at the airport. The concierge will monitor the flight, guide to or from the gate, assist with check-in and arrange any travel changes or airport accommodations that are needed. The Eligible Passenger also has access to United ClubSM locations, and language assistance is also available if requested in advance.



8) Help Desk Support:

For general contact questions, booking issues, or customized travel needs, please contact the United Entertainment Desk at entertainment@united.com or 844-846-9249.

9) Terms and Conditions:

- A. **Term:** This Agreement is effective during the Valid Ticket Dates, as first stated above (“Term”). Provided that any Discount applied on tickets with a travel date after the Term shall continue to be governed under the terms and conditions of this Agreement.
- B. **Valid Travel Dates:** Only Eligible Flights ticketed during the Valid Ticket Dates and flown during the Valid Travel Dates will be eligible for Discounts under this Agreement.
- C. **Modifications:** United reserves the right, upon 15-days prior written notice to Agency, to suspend or modify any term of this Agreement.
- D. **Confidentiality:** This Agreement, its terms and conditions, and all information received through the exhibits incorporated into to this Agreement or related to its performance is confidential. Each party agrees not to disclose such information to any third party, except as required by law or upon written approval from the other party.
- E. **Ticketing:** Agency agrees to comply with the ticketing requirements of this Agreement, with United’s booking and ticketing policy, and with the contract of carriage of the operating airline. Tickets that do not comply with the ticketing requirements prescribed by this Agreement are not eligible for the Discounts and will result in the issuance of debit memos to the Agency. United will not be liable, and Agency will not receive any reimbursement, for Discounts not applied at the time of ticket issuance. Agency is responsible for collecting all applicable fees, surcharges, taxes, passenger facility charges and any other government-imposed charges not specified herein. Published fare rules and all associated taxes apply.
- F. **Trademarks, Service Marks or Logos:** No party may use any logos, trademark, trade names or service marks of any other party without first obtaining such other party's prior written approval of such use. Agency shall not, without United's prior written consent, purchase as "keywords", or otherwise use to drive consumers to its website or business, any United trademarks or common misspellings or variants thereof.
- G. **Non-assignment:** No party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party. Any assignment in violation of this provision will be null and void.
- H. **No Joint and Several Liability:** In no event will any party be held jointly and/or severally liable for any actions of any other party or all of the other parties.
- I. **Breach:** In the event that a party defaults in the performance of the terms and conditions of this Agreement and such default continues for a period of five (5) days following written notice thereof from the non-defaulting party, then the non-defaulting party may terminate this Agreement with immediate effect and/or pursue any remedy available to it in law or equity. In the event of a breach of Section D. *Confidentiality*, the non-defaulting Party may terminate the Agreement immediately upon written notice.
- J. **Indemnification:** Agency shall indemnify and defend United, and its affiliates, officers, directors and employees from and against any and all actions, claims or demands made or brought against United by third parties, including court costs and reasonable attorney’s fees, arising out of the actions or omissions of the Agency, its affiliates, officers, directors, employees, or subcontractors in connection with this Agreement, excluding claims directly attributable to United’s gross negligence or willful misconduct, or United’s material breach of this Agreement.
- K. **No Consequential Damages:** TO THE EXTENT PERMITTED BY LAW, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM ANY PERFORMANCE OF THIS AGREEMENT OR ANY BREACH OR DEFAULT HEREUNDER.
- L. **Anti-Bribery:** It is further understood and agreed by the parties that in connection with this Agreement, neither party nor any person acting on its behalf: (i) has given, promised to give, offered to give, or will give any item of value directly or indirectly, whether in cash or in kind, to or for the benefit of any government official and/or political party, to obtain or retain business or to secure an improper advantage for itself; (ii) violate any applicable law or regulation, including without limitation the anti-bribery and anti-corruption laws and regulations in all relevant jurisdictions; and (iii) will cause the other party to be in violation of any applicable law or regulation, including without limitation the anti-bribery and anti-corruption laws and regulations in all relevant jurisdictions.



- M. **Governing Law:** The construction, validity and performance of this Agreement shall be governed by the law of the State of Illinois and the Parties hereby submit to the exclusive jurisdiction of the courts of that jurisdiction without regard to that jurisdiction's conflict-of-law principles.
- N. **Entire Agreement:** No party's failure to enforce any provision contained in this Agreement at any time or for any period of time will not be a waiver of the provision. This Agreement, its terms and conditions and all attached exhibits supersede any previous agreement and constitute the complete agreement between United and Agency concerning the subject matter hereof. This Agreement will not be changed or amended without the prior written consent of United and Agency.
- O. **Notices:** By accepting these terms and conditions, you agree that United may send electronic messages regarding this Agreement, including any applicable notices, to the e-mail addresses on file for the Agency.
- P. **Termination:** Any party may terminate this Agreement for convenience and without cause upon 30-days prior written notice to the other party. Provided that United may terminate or suspend this Agreement immediately, upon written notice to Agency in the event that United ceases substantially all flight operations or Agency ceases to be a United appointed travel agency.
- Q. **Signatures:**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

[Agency Name]

United Airlines, Inc.

Name
Title

Glenn Hollister
Vice President of Sales Strategy & Effectiveness