

Members Only Travel Affiliate Organization Agreement

This Agreement is made by and between Members Only Travel, Inc., a California corporation and _____, hereinafter, the Affiliate. The purpose of this agreement is to allow the Affiliate to receive a share of the commission revenue generated from purchases made by its membership of travel services marketed by Members Only Travel.

Recitals.

1. Members Only Travel has entered into contractual relationships with various travel service providers who offer cruises, tours, hotel stays, flights, car rentals and miscellaneous vacation type products and services.
2. Members Only Travel has developed and employs electronic distribution technology for these various travel services which it makes available to Affiliate organizations comprised of members, clients or customers who share a continuing relationship with the organization based upon commercial loyalties or an affinity for the goals and objectives of the organization.
3. Members Only Travel has created an Affiliate program that markets and distributes these travel services to the constituencies of these organizations so that they can share in the commissions generated by the travel service purchases of its constituencies.
4. The Affiliate wishes to make this travel services marketing and distribution program available to its constituencies.

In consideration of the goals and objectives contemplated by this agreement, the Parties agree as follows:

1. The Affiliate agrees to place links from its website(s) to a specially branded portal page for the Affiliate on the Members Only Travel website.
2. The Affiliate agrees to use its best efforts to make its constituencies aware of the opportunities presented by its relationship with Members Only Travel by announcing the relationship in its publications and communications to its constituencies.
3. The Affiliate agrees not to enter into any other travel services marketing relationships that would compete with those offered by Members Only Travel without receiving a written waiver from Members Only Travel.
4. Members Only Travel, will receive, account for and distribute all income received per the terms and conditions set forth in this Agreement.
5. The Affiliate herein specifically grants to Members Only Travel a limited license to use certain trademarks, service marks and other intellectual property of the Affiliate to create the Affiliate's Portal Page, and to use said trademarks, service marks and intellectual property to create marketing materials and distribution channels for use in providing travel opportunities to the membership of the Affiliate.

6. Upon termination of this Agreement, Members Only Travel, agrees to cease using any and all intellectual property of the Affiliate and to destroy any marketing materials containing said property and to delete all websites published by Members Only Travel, that distribute travel services to the membership of the Affiliate.

7. The Affiliate will retain ownership and control of all membership lists, addresses, inclusive of e-mail addresses and other membership contact information. Upon termination of this Agreement, Members Only Travel will return to the Affiliate any membership information provided to it by the Affiliate and will destroy or erase any and all electronic versions of said membership under its control. However, the Affiliate acknowledges that individual personal information may be provided by its members to Members Only Travel or other travel service providers in the course of inquiry, purchasing and using various travel services. This information becomes part of the proprietary customer lists of Members Only Travel and/or the travel service provider.

8. The selection of specific travel service providers and the mix of travel services to be offered shall be the decision of Members Only Travel. Members Only Travel has the travel industry knowledge and expertise to judge capabilities of various travel service providers in relationship to their delivering their travel services to the Affiliate membership.

9. The Affiliate agrees to provide editorial support for the travel program with particular emphasis being the benefit that the Affiliate will receive from a member exercising his affinity for the Affiliate by purchasing travel services offered by Members Only Travel.

10. The Affiliate agrees to provide e-mail marketing services to Members Only Travel under the same terms and conditions that it provides e-mail marketing services to other licensed entities.

11. The Affiliate agrees to provide direct mail marketing services to Members Only Travel under the same terms and conditions that it provides other direct mail marketing services to other licensed entities.

12. The Affiliate will earn overrides based upon the volume of commissions received for travel services purchased by its membership less any cost of advertising or marketing expenses paid to any third party directly on behalf of Affiliate and inclusive of Affiliate owned publications.

13. For each month during the term of this Agreement, Members Only Travel shall provide to the Affiliate, no later than by the 15th day of the following month, a complete accounting of all income received during said month. Subject to the adjustments set forth in Paragraph 12 above, Members Only Travel shall remit the Affiliate's overrides concurrent with the submittal of the accounting report.

Travel Services Distribution.

1. Members Only Travel will have the responsibility for identifying, selecting and negotiating with various travel service provider distributors who have the capability to provide fulfillment of the marketed travel services to the membership on the scope required by the size of the membership and the demand cycles resulting from circulation cycles of the Affiliate periodicals.

2. All distribution contracts shall contain verbiage protecting the intellectual property rights of the Affiliate. Further, all contracts shall contain accounting requirements that will enable Members Only Travel to meet its obligations set forth in the preceding section concerning income distribution and accounting.

3. Members Only Travel may contract with other entities owned in part or in whole or managed by the principals of Members Only Travel provided that the financial terms of any contracts be equivalent to those obtainable from independent third Parties and be structured within the parameters of other negotiated distribution contracts.

Relationship of the Parties.

1. Nothing in this Agreement, expressed or implied, is intended or shall be construed to create a partnership, joint venture or any other relationship between the Parties except for the obligations, one to the other, as agreed herein.

2. The Parties acknowledge that the travel industry is a dynamic environment and that time is of the essence in making decisions required in pursuit of the successful implementation of a travel program for the membership.

3. The Affiliate agrees to designate an individual to be the primary contact to work with Members Only Travel to achieve the objectives and goals contemplated by this Agreement. This person should have sufficient authority to respond on behalf of the Affiliate, in a timely manner.

4. Members Only Travel shall at all times represent that it has been designated by the Affiliate to negotiate, construct, promote and distribute a travel program to the membership of the Affiliate per this Agreement and concurrently disclose that it does not have the authority to directly, contractually obligate the Affiliate.

5. The Affiliate acknowledges that the principals of Members Only Travel may have or establish business interests that may compete in the open market with Members Only Travel.

Term, Defaults and Termination.

1. The initial term of this Agreement shall expire December 31, 2010. Unless cancelled, this Agreement will then automatically renew for subsequent 12 month periods.

2. Any claim of default or breach of this Agreement shall be made to the other party in writing by U.S. mail, return receipt requested, via fax with an acknowledged written response or by an e-mail with a return receipt acknowledgment from the recipient. The party that is in default or breach of this Agreement shall have 30 days from the acknowledged date of receipt of the claim of default or breach to cure said default or breach.

3. Either Party may terminate this Agreement for any reason by giving the other Party at least 30 days notice.

4. In the event of a termination, the receipt and distribution of all income, per the terms of this Agreement, shall continue until all outstanding commissions, overrides or other payments earned during the term of this Agreement, have been exhausted.

General Terms and Conditions.

1. All Notices, demands or requests pursuant to this Agreement must be in writing, which shall be deemed to have been properly given or served if personally delivered, deposited for delivery by an overnight courier service, deposited in the United States mail, prepaid and registered or certified with return receipt requested, or transmitted via fax or email with receipt acknowledged.

2. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. Any dispute arising out of or in connection with this Agreement shall be decided by arbitration to be conducted in Camarillo, Ca. in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, and judgment may be entered in any court having jurisdiction thereof.

3. This Agreement shall inure to the benefit of and be binding upon the undersigned and their respective legal representatives, successors and assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to create a partnership, joint venture or any other relationship between the Parties except for the obligations, one to the other, as agreed herein.

4. This Agreement, contains the entire agreement between the Parties. This Agreement may only be amended or modified by a writing executed and delivered per the terms of this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and the remainder and intent of this Agreement may be enforced to the greatest extent permitted by law.

In Witness Whereof, the Parties execute this Agreement this ____ day of _____, 2008.

For Members Only Travel, Inc:

For the Affiliate:

Jim Tyner,
President

Please print name & title.