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**HalfPriceCruise.com**  
**100% Cruise - 50% Cost**

## AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and among RSK, LLC, doing business as Insider Viewpoint of Las Vegas / HalfPriceCruise.com (the "Vendor") and \_\_\_\_\_ ("Client").

## RECITALS

**A.** Vendor is interested in selling Clients cruise tickets / inventory / services on the Internet through various web sites owned by Vendor.

**B.** Client has cruise ticket / services inventory they wish to sell. Client will determine quantity of cruise tickets and the hours days/weeks/months available for sale per performance. (See Synopsis)

**NOW THEREFORE**, the parties agree as follows:

- 1. No Partnership or Joint Venture - Independent Contractors.** The parties do not intend to form, and this agreement will not be construed as creating, a partnership or joint venture. Both parties hereby acknowledge and agree their relationship is independent contractor and no other business relationship exists. The parties acknowledge and agree they are each solely responsible for their representatives and employees.
- 2. Confidentiality.** In the course of daily business, Vendor will make available proprietary programs, confidential information, trade secrets, data and other information that may not be shared or discussed with anyone other than Client and Clients employees. Vendor has spent years developing proprietary programs, marketing programs, sensitive information and no information can be sold, shared, disclosed to a third party without the written consent of Vendor.
- 3. Non-Circumvention.** Client agrees not to use any of the information gained, taken or supplied by Vendor or disclosed at any meeting or during the course of day to day business, including, but not limited to online information from Vendor web sites for its own profit, benefit or gain or otherwise circumvent the terms of this agreement by separately entering into any Agreements with a Potential Buyer.
- 4. Term.** This Agreement will commence on the date of this Agreement and will continue for an initial period of two (2) years. This Agreement will automatically be renewed on a year-to-year basis unless terminated by either party prior to each additional one-year term by giving thirty (30) days advance written notice to the other party. If cruise or cruise company discontinues, this relieves Client of all obligations for that cruise under this Agreement except the confidentiality and Non Circumvention.
- 5. Marketing Materials.** Client agrees to provide to Vendor all promotional items, images, description text and any other materials which Vendor will need to accurately display Clients Cruises / Services on the Internet. This material is the property of Client and Vendor is only displaying information and images already approved by Client.

6. Payment Procedure. Vendor will email in real time all sales of Clients cruise tickets. Client will also be given an online administrative capability to see all daily, weekly, monthly and lifetime sales, commissions, and related information. Depending on volume of sales of Clients tickets, Vendor will pay Client weekly, biweekly or monthly, see below, Completed sale is when credit card funds have been deposited into our account. (A week is from Monday 12:01am through Sunday midnight). Payment is made within 3 business days after the appropriate volume listed below.

Sales volume less than \$15,000 per month is paid monthly,

Sales volume of \$15,000 - \$30,000 per month will be paid biweekly,

Sales volume of more than \$30,000 per month will be paid weekly.

7. Cruise Ticket Policy. Cruise Tickets sold by Vendor will not be sold for more than the standard retail price set by Client and discounted as set forth in Paragraph #8 below, plus all applicable fees and charges as set forth in Paragraph #8 below. Vendor will provide to Client and/or Clients box office an email confirmation per each ticket sold in real time and provide a box office admin area where sales are displayed in detail. The email / admin will contain the following information:

- a) Client's Cruise.
- b) Cruise ticket type.
- c) The date and time of the cruise.
- d) Customers name. (if purchased for gift, buyer and gift person name will both be provided).
- e) Face value of the ticket, total number of tickets sold.
- f) Total sales price including taxes collected per ticket transaction.
- g) Vendors name and contact information
- h) A non-refundable clause
- i) Any other required information by law.

8. Cruise Ticket Pricing and Fees. Clients' cruise tickets / services will be sold online at half of the regular box office price. All applicable local / state / federal taxes and associates fees to be included in price of cruise ticket / services and is solely responsible of Client to remit taxes / fees to the correct city, county, state, federal agency, or other agencies as needed(s).

a) Vendor will have the right to charge an online transaction fee to ticket buyers equal to \$3.00 and up per ticket. This amount is subject to change without prior notification.

b) Vendor receives from Client a commission for each ticket / service sold. (See Paragraph #19)

c) All taxes or other fees on ticket sales are the sole responsibility of the Client. However, Vendor will collect such applicable taxes and fees on behalf of Client. Client will instruct Vendor as to the exact amount of taxes and fees to be collected for each Client ticket sold.

d) (Option) If Charity or Foundation is selected by Client, Vendor will make available for a ticket purchaser an opportunity to donate money to their cause. All money (100%) collected for Charity or Foundation will be sent to Charity or Foundation by Vendor on or before the fifth (5) day of the month for the previous month. If collected amount is less than \$100 in a month, it will be carried over to next month until it reaches \$100. If by the end of the year, the \$100 minimum has not been met, On January 5th a check for the exact amount collected will be sent.

9. Cruise Ticket Inventory. Client will determine initial cruise ticket inventory available for sale with the right to adjust this number daily. Client will be given access to an online admin and adjust ticket inventory for current day or days/months in the future. Vendor may change such methodology from time to time. Client will also determine the days/weeks in advance for Vendor to make available for customers to purchase tickets. It is sole responsibility of Client to maintain accurate information about their cruise / event by using online admin provided by Vendor.

10. Governing Law. This Agreement will be governed by the laws of the State of Nevada.

11. Attorney Fees. Reasonable attorney fees and all costs and other expenses which are incurred will be entitled to the prevailing party in any proceedings brought pursuant to the Agreement, including expenses incurred in connection with any bankruptcy, reorganization, insolvency, arrangement or other similar proceedings involving the other party which in any way affects the exercise of the prevailing party of its rights any remedies hereunder.

12. Severability. In the event that any paragraph or provision of this Agreement will be held to be illegal or unenforceable, such paragraph or provision will be severed from this Agreement and the entire Agreement will not fail on account thereof. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

13. Paragraph Headings. Paragraph headings in the Agreement are for convenience only. Headings cannot be used in any way to govern, limit, modify, construe or affect the provisions of this Agreement nor will they otherwise be given any legal effect.

14. Entire Agreement. This Agreement constitutes the entire Agreement between both parties. No implied or written representations or warranties have been made, except as herein specifically provided. Agreement may not be modified except by a written agreement signed by both parties.

15. Non-Waiver. Either party failing to insist upon strict performance of any provision hereof will not be considered a waiver by that party.

16. Termination. Vendor has the right to terminate this Agreement at its sole discretion if it determines sales of Clients cruise tickets are too few, if Client cancels cruises too often, if Vendor is not notified of cruise / event changes or if Client does not provide accurate update information to Vendor regarding their cruises. Vendor will give Client three (3) days written notice prior to termination.

17. Indemnity. The parties agree during and after the Term of this Agreement, to indemnify and hold the other party, its agents, subcontractors, licensors, shareholders, employees, and its parent, directors, officers, subsidiary and affiliated entities, harmless from and against all claims, suits, damages, or rights of any persons arising out of the negligence, breach of contract, civil wrong, computer malfunction, telephone interruptions, Internet interruptions, or other civil wrong of the other party or its directors, officers, shareholders, subcontractors, agents, and employees in connection with this Agreement

18. Exclusive Right. Vendor will have the exclusive right to sell Client's half price cruise tickets / services on the Internet to the public during the Term of this Agreement and for one (1) year following either the expiration or termination of this Agreement. Client retains the right to sell cruises directly on the Internet to the public at full price and to conduct a marketing plan to sell tickets to groups or the public. Client agrees not to enter into any other contracts to sell half price cruise tickets / services with any other entity on the Internet, or sell online cruise tickets / services at a lower price than offered in this contract.

19. Cruise / Event. The following Cruise(s) / Event(s) are covered by this Agreement. If Client has multiple Cruises / Events or multiple ticket options per cruise / event, please attach to this contract the additional information.

Cruise / Event name: \_\_\_\_\_ Location of Cruise: \_\_\_\_\_

Cruise Ticket Pricing Policy Calculations: Full Cruise Ticket Price X 50% = customer online cost.

Customer cost less 10% of Full Cruise Ticket Price is net cost per ticket to HalfPriceCruise.com

Ticket Types / Prices Full Price: General Admission \$ \_\_\_\_\_ VIP Tickets \$ \_\_\_\_\_ \$ Other \_\_\_\_\_

Sales Days in Advance: \_\_ 10 day, \_\_ 30 days, \_\_ 90 days \_\_ other, if other \_ (Check one)

20. Notices. All notices and communications under this Agreement will be in writing and will be deemed to have been duly given only if delivered in one or more of the following ways: (a) on the day of delivery, if delivered personally; (b) five days after the date if mailing a certified or registered first class mail with a return receipt and postage paid or the date of actual receipt, if earlier; (c) the next business day when using an overnight air courier company guaranteeing next day delivery; or (d) when received by facsimile (with a copy sent as provided in item (b) or (c) within 24 business hours) at the following address and/or fax number (or to such person or persons or such other address or addresses or fax numbers as a party may specify by notice pursuant to this provision):

Vendor:  
HalfPriceCruise.com, IVLV  
Attention: Richard Reed  
PO Box 15110 Las Vegas, NV 89114  
Phone: 702-242-4482  
Fax: 702-893-0600

Client:  
Company Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date of complete execution of this Agreement:

**Vendor:**

Insider Viewpoint of Las Vegas / HalfPriceCruise.com:

\_\_\_\_\_  
Richard Reed CEO

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Client:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title