

**Southwest Airlines Travel Agency International Sales Agreement**  
**Phone 214 792-6777**

\_\_\_\_\_  
TRAVEL AGENCY ARC #

\_\_\_\_\_  
TRAVEL AGENCY NAME

Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

E-MAIL\* \_\_\_\_\_

Global Distribution System ("GDS") USED \_\_\_\_\_

(hereinafter "Agency") is hereby appointed to represent Southwest Airlines Co. (hereinafter "Southwest") in the promotion and sale of Passenger air transportation, under a non-exclusive basis, in accordance with and subject to the following Terms and Conditions of Southwest effective October 1, 2015, ("Effective Date"), which may be modified by Southwest at any time without notice or agreement between the parties:

\* E-mail address listed will be used to send Southwest Airlines Ticketing Fulfillment Confirmations and important notices to the agency. SWA allows one E-mail address per ARC number. For changes, please email [swtravel@wnco.com](mailto:swtravel@wnco.com). Please provide IATA number, old and new contact information.

1. Unless otherwise approved in writing by Southwest, Agency must be approved by the International Air Transport Association ("IATA") and Billing and Settlement Plan ("BSP"), prior to making reservations for the sale of Passenger air transportation pursuant to this Agreement, remain in good standing with BSP, adhere to any and all BSP rules and contact Southwest immediately with any accreditation changes or contact information changes.

Agency assumes full responsibility for its employees, outside Agency or other parties selling Tickets under the Agency's number

2. It is the immediate responsibility of the Travel Agency to notify Southwest Airlines of any and all ownership, address, or contact information changes.

Should Agency cease operations, Agency must immediately notify Southwest Travel Agency Administration.

3. Agency assumes full responsibility for its employees, outside Agency or other parties selling tickets under the Agency's IATA number. It is expressly agreed and understood that no contractual relationship of labor nature, shall exist between a party and the other party's workers or employees. No relationship of principal and Agency, employer and employee or otherwise shall exist between Southwest and the Agency's employees. Therefore, any obligations agreed upon the Agency and its workers and employees shall be the sole responsibility of the

Agency, as the sole employer. In view of the above that the Agency is an independent contractor pursuant to Article 13 of the Federal Labor Law, the Agency shall be liable for any and all obligations to the persons used to perform the promotion and sale of Passenger air transportation and shall hold Southwest harmless from and against any claims brought by its worker or employees and shall reimburse Southwest, upon request, any amount disbursed by Southwest in connection with such claims. The Agency agrees, in its capacity of employer, to renew all employment agreements with its employees and to timely pay employer-employee dues to the Mexican Institute of Social Security (the "IMSS") and contributions to the National Workers' Housing Fund Institute, as well as all other benefits payable to its current or future employees. Likewise, the parties agree that the relationship between the parties under this Agreement shall be of commercial nature, and the Agency in no event shall be empowered, expressly or implicitly, to assume obligations on behalf of Southwest. The Agency has to overtake whatever it is necessary to comply with its labor obligations, and is and shall be the sole employer of each and all of its employees assigned to the sale of Passenger air transportation, pursuant this Southwest Airlines Travel Agency Sales Agreement. I

4. Agency agrees to abide by the Terms and Conditions contained in Southwest's Contract of Carriage, which may change without notice and is incorporated herein by referenced and available at [http://www.southwest.com/travel\\_center/contract.html](http://www.southwest.com/travel_center/contract.html) . The Agency shall inform clients, that they have to abide to the Terms and Conditions contained in Southwest's Contract of Carriage and provide the link for its referral.
5. Payment to Southwest must be by valid credit card acceptable to Southwest (American Express, MasterCard, VISA, Diners Club, Discover and Air Travel Card). Agency must provide information required by Southwest to comply with credit card issuer's terms and conditions.
6. If confirmations are received that do not belong to the agency, Agency must notify Southwest within 24 (twenty-four) hours at 214-792-6777 between 7:30 a.m. and 5 p.m. Central Time Zone, Monday through Friday, and 214-792-5240 at other times.
7. GDS/Computerized Reservation System ("CRS") pricing errors and issues exist and are not the responsibility of Southwest. The agency will be debited for booking and violations if they violate Southwest ticketing rules and regulations. Debit Memo Payments are due 30 days from date of issue.
8. Per IATA Rule Owners, officers, employees and contractors of the Agency may not use a personal or corporate card except for ticket purchases where the cardholder is purchasing a revenue ticket as the passenger.
9. It is the responsibility of the Travel Agency to perform credit card verification and have the proper documentation to defend the sale in the event of a chargeback of the sales by the credit card issuer. Please be aware The Travel Agency is responsible for credit card chargebacks and/or fraudulent credit card usage. The acceptable credit card list is in the Contract of Carriage found on [southwest.com/travel\\_center/contract.html](http://southwest.com/travel_center/contract.html).
10. As the Southwest Airlines Travel Agency Sales Agreement for travel agencies may change without notice from time to time, please refer to your DRS (Direct Reference System), [www.southwest.com/travelagency](http://www.southwest.com/travelagency), or contact Southwest at (214) 792-6777 for important notices.
11. Southwest Tickets shall be reported outside of the standard BSP procedures.

12. When Ticketed reservations are canceled or not flown, the funds for refundable or non-refundable fares shall be electronically stored in the Passenger Name Record ("PNR") for up to twelve (12) months from the date of original ticketing. Agency shall be responsible for maintaining records regarding such funds. Agency may request a refund for such refundable funds or request an exchange of non-refundable funds for future travel on Southwest by calling Southwest reservations and providing the PNR locator number.
13. No Show Policy: Cancellation must be completed at least 10 minutes prior to scheduled departure of the flight. Customers who fail to cancel or change a Wanna Get Away fare segment at least 10 minutes prior to travel and who do not board the flight, will be considered a **no show**, and all remaining funds on this reservation will be forfeited, including Business Select and Anytime funds. The Travel Agency must verify they received the email confirmation of the cancellation.
14. Southwest is not obliged to pay any remuneration to the Agency pursuant the promotion and sale of Passenger air transportation according to this Agreement, in accordance with and subject to the Terms and Conditions of Southwest effective, as stated in paragraph 3 above. Thus, the Agency shall delivery the amounts corresponding to the tickets sold free of any charges or commissions they charge to the Agency's clients.
15. This Agreement shall enter into force in the execution date hereof and will be valid through one-year period starting from the Effective Date. Southwest may terminate the Agreement at any time during its term, with a prior written notice given to the other party with 10 calendar days of anticipation to the date of termination.
16. The Agency shall not be entitled to assign its rights under this Agreement, unless it obtains the written consent from Southwest. Southwest shall be entitled to assign any and all rights under this Agreement, by means of written notification to the Agency.
17. The Agency understands that the Agency's relationship with Southwest is one of confidence and that during the term of this Agreement, the Agency may acquire or may have already acquired knowledge of, or access to information which relates to the business, operations, products or plans of southwest which is not known to the general public (hereinafter "Confidential Information"). The Agency will not at any time, without the prior written consent of Southwest, either during the Agency's engagement or thereafter, (a) disclose any Confidential Information to any other person or entity, or (b) use any Confidential Information for the Agency's own benefit or the benefit of any other person or entity. The Agency agrees that its agents, employees, approved independent contractors and representatives shall be bound and obligated by the same provisions of confidentiality as is the Agency. The foregoing obligation shall not apply to information which the Agency can prove through appropriate documentation: (a) was known to the Agency prior to receipt from Southwest; (b) is or lawfully becomes generally available to the public; (c) is lawfully acquired from third parties who have a right to disclose such information; or (d) the Agency is required by law to release, provided the Agency provides prompt written notice to southwest of such requests with sufficiently prior disclosure to enable Southwest to obtain an appropriate protective order in its discretion. Neither this Agreement nor the disclosure by Southwest of Confidential Information to the Agency shall be deemed by implication or otherwise to vest in the Agency any rights, licenses or trademarks in or to the Confidential Information. At any time at Southwest's request, the Agency agrees to promptly return all Confidential Information in its possession to the Agency. The Agency agrees that any breach of this Agreement could cause

irreparable damage for which Southwest will have no adequate remedy under law and that, in the event of such breach, Southwest shall have the right to attend to courts to claim respective losses and damages, in addition to any and all remedies under law.

18. Should individual provisions of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions. The same shall apply should individual provisions of this Agreement be or become invalid or in the event of an omission.
19. This Agreement is of commercial nature and shall be construed according to the Mexican Code of Commerce and the Federal Civil Code as supplementary law. Any dispute arising from the interpretation or performance of this Agreement shall be resolved by the Federal courts in Mexico City, Federal District and the parties expressly waive any other jurisdiction that might correspond to them by reason of their present or future domiciles.
20. Notice related with this agreement must be carried out personally in the address appointed by the parties. Notices shall be effective in the day of its receipt by the other party or any of its representatives.
21. The parties execute this agreement in duplicate in [\_\_\_\_\_] on the \_\_\_\_ the day of \_\_\_\_\_, 2015; one copy of this agreement shall be delivered to Southwest and the remaining copy shall be delivered to the Agency.

Please send completed Certificate of Appointment to:  
E-mail: [swtravel@wnco.com](mailto:swtravel@wnco.com)

Or mail to:  
Southwest Airlines  
Travel Agency Administration (6AA)  
2702 Love Field Drive  
Dallas, Texas 75235-1611

*AGREED TO AND ACCEPTED:*

TRAVEL AGENCY:

SOUTHWEST AIRLINES CO.:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Travel Agency Administration