



INCORPORATED

A Non-Profit Organization for Retired Men
Devoted to the Promotion of Independence and Dignity of Retirement

SIR CONTRACT FORM NO. 50
Required for
BRANCH TRAVEL EVENTS

Whereas, the Executive Committee (herein "ExCom") of Branch No. _____, Sons In Retirement, Inc. (herein "SIR") has authorized and sponsors the following Travel Event for members of the Branch and others which involve transportation to be arranged by the Travel Agency (herein "Agency")

_____ [name of Agency]
registered under the California Seller of Travel Law (Sec.17550 et. seq., Calif. B & P Code), as
No. _____.

Description of the Travel Event including the dates, destinations and price:
Complex pricing may be shown in a separate contract.

Whereas: Agency carries not less than \$1,000,000 in errors, omissions and liability insurance, with endorsements naming SIR, all authorized Branches, and Members as additional insureds, and endorsements verifying that coverage extends to and includes Travel Agency's Hold Harmless Clause hereinafter appearing, and

Whereas: Agency either (a) maintains a trust account in an FDIC insured institution and deposits and keeps therein all funds it receives from participants of each Travel Event pending disbursement of those funds for goods and services pertinent to the Travel Event, -or- (b) is bonded through the United States Tour Operators Association (USTOA) or through a reputable bonding company in an amount not less than the total amount received from the applicable Travel Event, and

Whereas: If any portion of the Travel Event involves transportation by air, Agency has a current appointment to ARC (Airline Reporting Corporation) or IATAN (International Airlines Travel Agent Network), and

Whereas, SIR _____, (Designated Member) has been designated by SIR Branch No. _____ as its member to enter into this contract with Agency, and SIR _____ will be the Group Leader(s) for this event,

Now Therefore: Designated Member and Agency confirm the facts stated in the above whereas clauses and contract as follows:

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1. Agency will maintain the truthfulness of each and all of the above whereas clauses pertaining to it until the completion of the Travel Event. In the event it fails to do so and in addition to any other remedy, SIR, Designated Member, or ExCom may cancel the Travel Event by giving notice of cancellation (if oral, to be promptly confirmed in writing) to Agency, whereupon all funds of participants shall be immediately refunded to them.
2. The rights, privileges, and obligations extended by this contract are limited to the single Travel Event specified.
3. Designated Member will act as or provide the group leader for sponsoring Branch in connection with the Travel Event.
4. Designated Member shall act on behalf, and only on behalf, of Agency in soliciting offers of transportation and goods and services in connection therewith for the Travel Event.
5. Designated Member shall not receive any consideration for transportation or other travel services from a passenger.
6. Payments by participants for goods and services may be made by credit card, check or money order payable to, and delivered to, the Agency or Branch as determined by the Branch Executive Committee or State Board.
7. Designated Member shall have no right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of Agency or to bind Agency in any way.
8. (a) SIR, its Branches and members, including Designated Member, do not assume any responsibility for any costs, losses, liabilities or other damages, claims or expenses arising out of or resulting, directly or indirectly in any manner whatsoever pertaining to this Travel Event or from any activities undertaken in connection therewith, including without limitation, actions or omissions of Agency, the well-being, safety and property of the participants or passengers or any damages whatsoever. This Paragraph 8 (a) does not apply to the contractual obligations of any participant in a Travel Event for the purchase of travel services, whether or not the participant is also a member.
 (b) Agency hereby agrees to indemnify and hold harmless SIR, its Branches and members, including Designated Member, against any costs, losses liabilities, damages, claims or expenses, (including without limitation, legal fees and expenses incurred in defending against any such claims) arising out of or resulting from any promise, representation, obligation, liability or other action taken in pursuance of this contract excepting, however, the contractual obligations of any participant in a Travel Event for the purchase of travel services, whether or not the participant is a member.
9. All Travel Event fliers, brochures, and application forms prepared by Agency shall specify exactly how checks or money orders are to be drawn for the Travel Event. Travel literature shall also provide for credit card payment, except where Agency is only providing bus service to and from a specific event.
10. Each item of travel literature prepared by Agency for SIR and its Branches shall legibly display the following wording:
 All travel events and other activities sponsored by Sons In Retirement, Inc., or its Branches, are for the convenience and pleasure of the members and their guests who desire to participate. Sons In Retirement, Inc., and its Branches do not assume any responsibility for the well being or safety of the participants or passengers, or their property or damages whatsoever, in any manner pertaining to said travel events. Any other 'disclosures' or non-responsibility provisions contained herein shall not in any way incur any liability attaching to Sons In Retirement, Inc., or any Branch thereof.
11. In the event of any conflict between the terms of this Agreement and any other document relating to the Travel Event, executed by any party to this Agreement, the terms of this Agreement shall control.
12. SIR maintains a list of agencies qualified to handle SIR events. Agency may be dropped from the list for breach of this contract, for refusal to accept credit card payment when provided for in the event literature, or for use of a SIR participant list for purposes of other than SIR approved events involving travel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Sons In Retirement, Branch No. _____, Incorporated

Agency: _____

By _____
 Designated Member Signature Date

By _____
 Signature for Agency Date

 Printed Name of Signer

 Printed Name of Signer

Distribution: Within 7 days of its execution, provide a copy of this form to Travel Agency, Branch Secretary, Branch Travel Chairman and email to Form50Recipient@sirinc.org