

Please complete the checklist prior to submission of the application. Failure to submit the necessary supporting documents may result in a delay or withdrawal of your application, and possible referral to the Arbiter for removal from the Agency List.

- Payment of non-refundable \$2,300.00 application via credit card** [www.arccorp.com/payment](http://www.arccorp.com/payment)
- Copy of the **Business Purchase Agreement**
- Business Structure Documents supporting the transfer of ownership interest** (submit the following documents as applicable)
  - For Corporation:** Certificate and Articles of Incorporation
  - For Limited Liability Company (LLC):** Certificate and Articles of Organization, LLC Operating Agreement
  - For Partnership:** Partnership Agreement
  - For Sole Proprietorship:** Fictitious Name Certificate
- A New Financial Instrument** (bond, letter of credit or ARC Cash Security Deposit) is required **under the Legal Name of the Proposed Agent**. Financial Instrument amount must be the same as the Current Agent's amount OR \$20,000, whichever is greater. For more details and instructions: <https://www2.arccorp.com/globalassets/forms/aas/doc300.pdf>.
- Personal History Form(s)** signed and notarized: <https://www2.arccorp.com/globalassets/forms/personalhistoryform.pdf>. This form must be submitted for every owner, officer, director, partner, shareholder, member, LLC manager and Agency manager. For each personal history form, be sure to attach (1 a copy of a valid state ID or driver's license and 2) copy of valid proof of citizenship and/or authority to work in the U.S. (ex. passport, birth certificate, permanent resident card, work permit, etc.).
- Internal Revenue Service (IRS) confirmation letter or IRS Form W-9**
- Copy of valid business license(s) and/or permit(s)** - if one is not required for your city or jurisdiction, submit a notice stating so.
- If the agency operates outside the state in which the company was originally registered/organized, submit a copy of the **Certificate of Good Standing** (or equivalent) from the state where the agency operates.
- Bank Signature Card or Signed Notice from your financial institution** confirming the bank's name (letterhead), the bank account number and the names of all individuals with access to the bank account. All individuals listed must be added to the appropriate section of this application.
- Copy of **Lease or Title** for location business will operate from
- Prior year **tax filings** for business
- Financial Statement** of business (audited preferred)

**If additional space is needed from a particular section of the application, submit the applicable continuation form(s):**

Ownership of Applicant Continuation Form: <https://www2.arccorp.com/globalassets/forms/aas/cvr670.pdf>.

Affiliation with Another ARC Accredited Agency form: <https://www2.arccorp.com/globalassets/forms/aas/cvr673.pdf>.

Access to Bank Account and Traffic Documents form: <https://www2.arccorp.com/globalassets/forms/aas/cvr676.pdf>.

**Note:** ARC reserves the right to request additional documents deemed necessary to verify or investigate information provided in the Application.

**Send completed application with all required attachments to: [apply@arccorp.com](mailto:apply@arccorp.com)  
or mail to:**

Airlines Reporting Corporation  
Attention: Accreditation Services  
3000 Wilson Blvd.,  
Suite 300  
Arlington, VA 22201

**For additional information, please contact us at 1.855.816.8003 or [cchelp@arccorp.com](mailto:cchelp@arccorp.com)**

## Type 5 Application Agreement

Applicant submits this Application (“Application”) to Airlines Reporting Corporation (“ARC”) for approval as an ARC accredited Agency (“Agent”). In consideration of ARC's evaluation of the Application, including other materials and attachments submitted, the Applicant acknowledges and agrees as follows:

1. The Applicant must, except as this Application Agreement permits otherwise, meet the same requirements and criteria as though the Applicant were an ARC accredited Agency being reviewed for retention on the ARC Agency List under the terms of the Agent Reporting Agreement (ARA) located at <https://www2.arccorp.com/support-training/agent-reporting-agreement>.

2. The following definitions apply to the Application, including any in addition to those contained in the ARA:

*Canceled (Terminated)*: means the status of a former ARC accredited entity\*: (1) whose ARA\*\* was terminated by ARC; or 2) subject to the additional operating requirements of Section 34 (or former Section IX) of the ARA at the time when it voluntarily terminated its ARA; or (3) subject to a demand made pursuant to Section 13 (or former Section XV.A) of the ARA at the time when it voluntarily terminated its ARA; or (4) that failed to pay amounts owed to ARC or the carriers at the time when it voluntarily terminated its ARA; or (5) whose voluntary termination was subsequently amended by ARC to show failure to pay an amount owed under the ARA; or (6) that failed to pay amounts owed under the ARC Travel Agent Service Fee Agreement.

*Presently in default*: means the status of an ARC-accredited entity during the 30-day period referred to in Section 33.7 (or former Section VIII.D.1.e) of the ARA or any extension granted under the ARA.

3. An Application is not complete until all required documents and information have been received by ARC with all required signatures and fees paid. ARC will not approve an incomplete Application. Signatures sent or received by fax or E-mail will constitute original signatures and will be treated the same as original signatures.

4. ARC will conduct such investigation as it deems appropriate to verify the accuracy of the information presented in the Application.

5. Applicant will promptly notify ARC in writing of each material change that occurs after the Application is submitted and before it is approved or disapproved. Failure to notify ARC will itself constitute a material misrepresentation or inaccuracy in the Application which could result in disapproval of the Application. All submitted materials and documentation should include the applicable Application (Request) number.

6. Within 90 days after receipt of a complete Application, ARC will, except as provided in this Application Agreement, approve, disapprove, or reject the Application and notify all Carriers and System Providers and the Applicant (and in the case of disapproval, provide the reasons).

7. ARC will disapprove the Application if it finds that Applicant does not meet the requirements for inclusion on the ARC Agency List or cannot be relied on to adhere to the terms of the ARA.

8. If the Application is disapproved, Applicant's sole right of recourse will be to have the disapproval reviewed by the Travel Agent Arbitrator (TAA) in a *de novo* arbitration proceeding in which Applicant has the burden of proof. Such proceeding will be conducted in accordance with the TAA's published rules of practice and procedure, and the decision of the TAA will be final and binding on Applicant and ARC.

9. Applicant expressly waives any and all claims, causes of action, and rights to recovery related to any publication or disclosure by ARC, ARC participating carriers and/or the Travel Agent Arbiter of any asserted reasons for approval or disapproval of the Application provided that such reason(s) is reasonably related to the discharge or exercise of ARC's rights and obligations and/or the performance of ARC's officers, directors, employees and/or representatives in evaluating, approving, and/or disapproving or taking other action related to this Application.

10. Applicant agrees ARC will be entitled to rely conclusively upon any information or document provided to ARC, or any action taken, or information provided in the Application submitted electronically (or in any other format) by Applicant, Applicant's representatives or Accreditation Tool users and administrators. Applicant will not contest the legally binding nature, validity or enforceability of such transactions or activities initiated, performed or taken in or through electronic means, including the ARC Accreditation Tool, based on the fact that it was done or entered electronically, and expressly waives any rights to assert such claims.

*\* For purposes of section 2 of the Application Agreement, ARC accredited entity includes: ARC Accredited Agent, Corporate Travel Department (CTD), Sovereign Entity Agents and CTDS, and Verified Travel Consultants.*

*\*\* For purposes of section 2 of the Application Agreement, references to the Agent Reporting Agreement (ARA) include, in addition, the Corporate Travel Department Reporting Agreement (CTDRA), Sovereign Entity Reporting Agreements, the Verified Travel Consultant (VTC) Agreement, the ARP Agent Agreement and the Passenger Sales Agency Agreement of the Air Traffic Conference (ATC)*

Privacy Notice: All information submitted during the application process will be managed in accordance with ARC's Privacy Policy. For more information, please visit <https://www2.arccorp.com/site-privacy-policy/>

This application is to be used for the transfer of the agency to a new entity with new owners.



**Preparer Information**

All correspondence regarding this application will be sent to the individual designated below:

- 1. Name of Preparer: First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_
- 2. Business Name: \_\_\_\_\_
- 3. E-mail Address: \_\_\_\_\_
- 4. Telephone Number: \_\_\_\_\_

**Part 1 – Current Agency Information**

**A. Current Agency Legal Name and Address**

- 1. ARC Number: \_\_\_\_\_
- 2. Legal Name: \_\_\_\_\_
- 3. Fictitious (dba) Name: \_\_\_\_\_
- 4. Suite/Floor: \_\_\_\_\_
- 5. Street Address: \_\_\_\_\_
- 6. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
- 7. E-mail Address: \_\_\_\_\_
- 8. Telephone Number: \_\_\_\_\_

**B. Locations Included in the Ownership Change**

- 1. The ownership change application involves the following type of location (check one):

An Independent Entity, (a single independent location) transferring to a new agency

A single Branch location becoming a New Independent Entity. Provide the Branch's current Home Office ARC Number: \_\_\_\_\_

Multiple locations: Home Office plus Branch(s) transferring to a new agency

- 2. **List all locations involved.** If one or more locations of the current entity are included in the ownership change, please list the ARC Number below. If there are more than 5 office locations, please list them on a separate sheet with the same heading.

- a. \_\_\_\_\_ b. \_\_\_\_\_ c. \_\_\_\_\_ d. \_\_\_\_\_ e. \_\_\_\_\_

If information of the listed locations is changing, please complete the "Branch Continuation" form 658 found in the Forms Catalog of ARC's website.

**For each location not included in the ownership change, you must complete a "Voluntary Cancellation" online request through the Accreditation Tool under MyARC.**

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**Part 2 - Proposed Agency Business and Location Information**

**A. Proposed Agency Business Information**

1. Legal Name: \_\_\_\_\_
2. Fictitious (dba) name: \_\_\_\_\_
3. Telephone Number: \_\_\_\_\_
4. E-mail Address: \_\_\_\_\_
5. Agency Website: \_\_\_\_\_
6. IRS Employer Identification Number (EIN) or Taxpayer Identification Number (TIN): \_\_\_\_\_
7. Select the type of business entity structure which describes the Applicant:  
 Proprietorship                       Non-Public Corporation                       Publicly Traded Corporation  
 Partnership                       Limited Liability Company                       Other: \_\_\_\_\_
8. If the entity (Applicant) is a corporation or LLC, provide the date and state where it was incorporated or organized  
a. Date: \_\_\_\_\_ State: \_\_\_\_\_

**B. Agency Location**

1. **Business Location** (Physical location of the Agency – No PO Box, Parcel Box locations, or virtual office locations)  
a. Street Address: \_\_\_\_\_  
b. Suite/Apartment/Unit/Floor: \_\_\_\_\_  
c. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Private Residence     Store Front     Commercial Office     Other: \_\_\_\_\_
2. **Agency Mailing Address** – Address to which all correspondence should be mailed:  
a. Street Address: \_\_\_\_\_  
b. Suite/Apartment/Unit/Floor/PO Box: \_\_\_\_\_  
c. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**C. Proposed Ownership Information**

Please complete the tables below as it should be reflected after approval of the ownership change

The Financial Interest of both ownership tables must total 100%. Except where the Applicant is a legal entity whose shares are listed on a security exchange or are regularly traded in an 'over the counter' market, the ownership shown here must total 100%.

**Table One – Individual Owners**

In the table below, list all **INDIVIDUALS** who are owners, officers, directors, partners, shareholders, LLC managers, or members of the applicant travel agency. If any person listed below has a financial interest in the applicant travel agency, provide the percent of financial interest controlled by that person. Please provide a [Personal History Form](#) for each individual listed.

First Name, Middle Name, Last Name	Title	Social Security Number	Financial Interest %

*If additional space is needed, complete and insert [Ownership of Applicant Continuation Form](#)*

If you **DO NOT** have any owners that are Business Entities, please **SKIP** Table Two and continue to the next section.

**Table Two – Owning Business Entities**

In the table below, **LIST ALL BUSINESS ENTITIES** (“Owning Entities”) that are shareholders, partners or members of the applicant travel agency.

For each owning entity, 1) complete the [Owning Entity Supplemental Form](#) and 2) supporting business structure documents (ex. Articles of Incorporation or LLC Organization, partnership agreement, etc.). ARC may require PHFs for beneficial owners of the owning entity.

Name of Owning Entity	Type of Owning Entity (Corp, LLC, Partnership, Trust)	US Company (Yes or No)	Federal Taxpayer ID Number	Financial Interest %

*If additional space is needed, complete and insert [Ownership of Applicant Continuation Form](#).*

**D. Ownership of or Affiliation with another ARC-Accredited Agency**

1. Has the applicant been previously accredited by ARC?  No  Yes
  - a. If Yes, please provide the ARC Number: \_\_\_\_\_
2. Has the applicant previously applied for accreditation by ARC?  No  Yes
  - a. If Yes, please provide the application number or date applied: \_\_\_\_\_
3. Has any person or business entity with financial interest in, or an affiliation with the applicant, ever had an ownership or financial interest in, or affiliation\* with any other ARC or IATA accredited entity?  No  Yes
 

\* *Affiliation includes, but is not limited to, employment, ticket fulfilment, host agent, consolidator, independent contractor*

**If 'Yes', please provide the following information for each person and business entity:**

- a. Name of the individual or entity
  - i. Person: First: \_\_\_\_\_ MIDDLE: \_\_\_\_\_ Last: \_\_\_\_\_
  - ii. Entity: \_\_\_\_\_
- b. Social Security Number or Tax ID Number (as applicable): \_\_\_\_\_
- c. If applicable, check the appropriate box to describe the individual's or entity's financial interest with the agency
 

Owner  Officer  Director  Partner  Member  Shareholder  Other

  - i. If 'Other', please explain: \_\_\_\_\_
- d. Legal Name of the ARC or IATA entity currently or previously affiliated with: \_\_\_\_\_
- e. ARC or IATA Number of the entity currently or previously affiliated with: \_\_\_\_\_
- f. Dates of affiliation: From: \_\_\_\_\_ To: \_\_\_\_\_
 

*If more than one individual or entity is identified, complete and submit an "[Affiliation with Another ARC Accredited Agency](#)" form for each additional person or entity.*

**Part 3 – Access to ARC On-line Services and Tools**

Accredited Agents communicate and transact business with ARC and the Carriers using various ARC Tools (including for example, My ARC and Interactive Agent Reporting (IAR) for submission of sales reports, etc.). Please note that the person(s) identified in below will perform the administrative functions for the Applicant's users of various ARC tools, including, but not limited to the creation and revocation of the Applicant users and designation of other Administrators.

**A. ARC's Document Retrieval Service (DRS): Principal and Security Manager**

DRS contains up to 39 months of transactional data reported by the agent that is accessible by the Security Manager and your agency's DRS users. The DRS Security Manager will administer access to the DRS and perform administrative functions related to use of the DRS including but not limited to creation and revocation of DRS users.

**DRS Principal:** The Principal must be an owner, or an officer if the Applicant is a corporation. The Principal is required to provide a security "question and answer" that will verify their identity when contacting ARC with questions about matters relating to DRS and changes to the DRS Security Manager.

1. First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_
2. E-mail: \_\_\_\_\_
3. Phone Number: \_\_\_\_\_
4. Security Question: \_\_\_\_\_
5. Security Answer: \_\_\_\_\_

Will the Principal also serve as the Security Manager?  No  Yes



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If 'No', please provide the following information for the applicant's DRS Security Manager

1. First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_
2. E-mail Address: \_\_\_\_\_
3. Phone Number: \_\_\_\_\_

**B. My ARC Web Portal: My ARC Primary Administrator**

This person will have access to all ARC Tools and will administer access to ARC tools to the agency's users. Any communication or business transaction (ex., the submission requests) with ARC conducted through an ARC Tool by the My ARC Primary Administrator or any individual who has been granted access to the Tool, will be deemed to have been authorized by the Agent and **will have the same force and effect as if they were submitted or signed by an owner or officer of the Agent.**

1. First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_
2. E-mail Address: \_\_\_\_\_
3. Phone Number: \_\_\_\_\_

**Part 4 - Personnel Standards**

Agent must designate and maintain the following roles, which may be filled by the same or different individuals.

**A. Manager**

A Manager is a full-time employee of the Agent, responsible for the agency operations that will receive communication related to the Agent's contractual relationship with ARC and the Airlines. The Manager will also receive information from ARC related to their products and services. Provide the following information for the agency employee designated as the Manager. The Manager must also complete and submit a [Personal History Form](#).

1. First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_
2. E-mail: \_\_\_\_\_
3. Phone Number: \_\_\_\_\_
4. Has the Applicant personally verified the management qualifications and Personnel History Form?  No  Yes

**B. ARC Specialist**

The ARC Specialist is an individual who has demonstrated knowledge of ARC's Area Settlement Plan (ASP) by passing a stringent training program followed by an examination. For more information and registration/testing, visit [www.arconlinetraining.com](http://www.arconlinetraining.com).

1. First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_
2. E-mail: \_\_\_\_\_
3. Phone Number: \_\_\_\_\_
4. Is the Specialist currently certified by ARC?  No  Yes
  - a. If 'No', please provide the projected certification date: \_\_\_\_\_
  - b. If 'Yes', please provide the certification number: \_\_\_\_\_



**C. Operational Contact**

This contact will receive information that affects the Agent's operations with ARC and the Airlines. In addition, this contact receives communications related to ARC's products and services.

- 1. First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_
- 2. E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**D. Debit Memo Contact**

This contact will receive communications from ARC and Airlines related to ARC Memo Manager, as well as the research and management of debit / credit memos from ARC and Airline representatives.

- 1. First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_
- 2. E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**E. Chargeback Contact**

This contact will receive communication from ARC and Airline representatives related to the research and management of credit card chargebacks.

- 1. First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_
- 2. E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**F. Industry Communications Contact (Optional)**

This contact will receive information from industry partners such as Airlines, Destination Marketing Organizations, hotels, and rental car companies, as well as those offering incentives, discounts, and other marketing information to travel companies.

- 1. First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_
- 2. E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**Part 5 - Carrier Funds and ARC Traffic Documents**

**A. Designated Bank Account**

Please provide the following information for the ARC designated bank account required under the ARA.

- 1. Bank/facility name: \_\_\_\_\_
- 2. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
- 3. Transit Routing Number: \_\_\_\_\_
- 4. Account Number: \_\_\_\_\_

**B. Access to Bank Account and Traffic Documents**

List all individuals that will have access to ARC traffic documents or ticketing via a GDS and/or ARC bank account.

First Name, Middle Name, Last Name	ARC Traffic Documents (Yes or No)	ARC Bank Account (Yes or No)

If additional space is needed, complete and insert "Access to Bank Account and Traffic Documents" Continuation form.

**C. Classification of Agency**

Effective June 1, 2018, the printing of airline tickets on Automated Ticket and Boarding Pass (ATB) ticket stock was inhibited.

Please note that this change only applies to paper airline tickets. Travel agents will continue to have the ability to use ATBs for other purposes, including Miscellaneous Charge Orders (MCOs) and passenger receipts.

**As a result, effective June 1, 2018, all New Agents and Ownership changes will result in the classification of the agency as an Electronic Office.**

**Part 6 - Applicant Operations**

Please provide information detailing the business operations of the Applicant.

**A. Staff**

1. How many employees are currently employed? Full time: \_\_\_\_\_ Part Time: \_\_\_\_\_
2. Will additional employees be hired if approved?      No      Yes
3. Will all employees and staff be based in the US?      No      Yes
  - a. If 'No', where else will they be located? \_\_\_\_\_
  - b. What will be their responsibilities? \_\_\_\_\_
4. Will you utilize Independent Contractors?      No      Yes
  - a. If 'Yes', please provide a description on a separate page on how you will assess your IC's for risk.

**B. Operations**

1. Please provide a brief description of the Applicant business model (Retail B&M, call center, OTA, mobile app, etc.): \_\_\_\_\_  
\_\_\_\_\_
- a. For OTA, please provide your IP Address: \_\_\_\_\_
2. Will you be processing credit cards with travel related charges through a merchant account?      No      Yes
  - a. If 'Yes', what is the estimated monthly Volume: \_\_\_\_\_ USD
  - b. Are you familiar with ARC's merchant account (ARC Pay)?     No     Yes
3. Please provide the GDS(s) with which you have signed or plan to sign a contract: \_\_\_\_\_
4. Please provide all additional websites that will ticket through your Agency (use additional pages if necessary):  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**Part 7 – Certification of Current (Transferring) Agent**

By signing this Certification on behalf of the Current Agent I acknowledge and agree that:

- I am authorized by the Current Agent to complete and submit this Application and Certification; and
- I concur with the ownership change described in this application; and
- All statements made in the Certification and Application are true and correct; and
- Current Agent is signatory to the Agent Reporting Agreement (ARA) and remains responsible under the ARA for all transactions issued prior to the effective date of the written approval of this application,
- I acknowledge and agree that as part of the evaluation and verification process, ARC reserves the right to request additional documents and verify the statements and information provided in this Application and Attachments. Agent hereby authorizes the release to ARC of any and all documents that ARC deems necessary for the verification process, including but not limited to, lease agreements, System Provider (GDS) contracts, credit reports, employment agreements, criminal background checks, photographs and IRS documents.

I also acknowledge and understand that in order to withdraw this application, ARC must receive, prior to approval of the application, a written request to withdraw signed by an owner or officer of the Current Agent or Proposed Agent. Current Agent agrees to provide prompt written notice to ARC signed by an owner or officer, if there are any changes to any of the information provided in the Application or Attachments. Current agent understands and agrees to ARC’s instructions concerning access to My ARC and ARC Tools, including transfer of access to Tools and data to Proposed Agent and any subsequently approved agencies following approval of this Application

**Submission of Final IAR Sales Report**

Current Agent designates the following person to submit its final IAR sales report by the Submission Deadline:

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

Current Agent also authorizes ARC to submit all IAR sales reports that have not been submitted by the Submission Deadline and to draft the Agent’s designated bank account for the amount owed for such sales reports. Agent warrants and affirms that all of the information entered by Agent in the IAR sales reports is accurate and agrees that **ARC shall not be liable to Agent or any third party to the extent that it is subsequently determined that any information was inaccurate, incomplete and/or in any way unauthorized Agent agrees to indemnify and hold harmless ARC, ARC’s officers, employees, and representatives; and Carriers from all damages losses or claims resulting from ARC’s submission of such sales reports.**

**Travel Agent Arbiter**

If there is reason to believe that the Application does not meet the requirements of the Agent Reporting Agreement or the Application Agreement, the Application will be disapproved. In the event of disapproval, the Current and Proposed Agent will be informed of the reason for the disapproval. The undersigned, on behalf of the Current Agent, expressly waives any and all claims, causes of action, or rights to recovery, by reason of publication by ARC, participating Carriers and/or the Travel Agent Arbiter (TAA) of asserted grounds or reasons for disapproval. It is hereby understood and agreed that if this application for a change of ownership is disapproved by ARC, the sole recourse is review by the Travel Agent Arbiter, and Current Agent remains responsible for all of its locations, including those identified for transfer in this application until the earlier of such time as (1) the TAA may otherwise overrule ARC’s rejection or disapproval of this Application, or (2) until the termination of the ARA pursuant to its terms and conditions.

**Part 7 – Certification (continued on next page)**

**Part 7 – Certification (continued from previous page)**

If this Certification and Application is submitted via fax or E-mail I certify that the electronic and original versions contain identical information. Signatures sent or received by fax or E-mail will constitute original signatures for purposes of this Certification and the Application and will be treated the same as original signatures.

**MUST BE SIGNED IN THE PRESENCE OF A NOTARY**

\_\_\_\_\_  
Signature of Current Agent's **owner of record** (or corporate officer if Current Agent is a corporation)

\_\_\_\_\_  
Print or Type name of above signatory

\_\_\_\_\_  
Print or Type title of above of signatory

\_\_\_\_\_  
Date Signed

County of _____ State of _____		<b>(FOR NOTARY USE ONLY)</b>
On this _____ day of _____, 20_____		
_____ Print NAME of above signatory ( <b>NOT THE NOTARY NAME</b> )		
appeared before me and, having been duly sworn by me, stated that the contents of the foregoing application are true and complete, and signed the application in my presence.		
<b>NOTARY SEAL</b>	_____	Notary Public Name
	_____	Notary Public Signature
My commission expires on _____		

**Part 8 – Current (Transferring) Owner Residential Information**

Please provide the residential address and phone number for the current owner (above signatory).

1. Current Owner's Name: First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_
2. Street Address: \_\_\_\_\_ Apt/Suite Number: \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. E-Mail Address: \_\_\_\_\_
5. Home Telephone Number: \_\_\_\_\_ Alternate Telephone Number: \_\_\_\_\_

**Part 9 – Certification of Proposed Agent**

By signing this Certification I agree that:

- I am authorized by the Proposed Agent (Applicant) identified in this Application to complete and submit this Application and Certification,
- Prior to signing the application, I reviewed each question and answer, and
- All statements made in the Certification and Application, including all attachments, PHFs and materials submitted (in paper or electronic format) (“Attachments”) are true and correct.

On behalf of the Applicant, I also acknowledge and agree that as part of the evaluation and verification process, ARC reserves the right to request additional documents and to verify statements and information provided in the Application and Attachments. Applicant hereby authorizes the release to ARC of any and all documents that ARC deems necessary for the verification and evaluation process, including but not limited to, lease agreements, System Provider (GDS) contracts, credit reports, criminal background checks, lease agreements employment agreements, photographs and IRS documents.

Applicant agrees to provide prompt written notice to ARC signed by Applicant’s owner or officer 1) If there are any changes to any of the information provided in the Application or Attachments, or 2) if Applicant wishes to withdraw the Application.

If this Certification and Application is submitted by fax or E-mail I certify that the electronic and original versions contain identical information. Signatures sent or received by fax or E-mail will constitute original signatures for purposes of this Certification and the Application and will be treated the same as original signatures.

I have read and agree to the terms of the Type 5 Application Agreement and Terms (“Agreement”) for the Application and agree that the Agreement remains in effect during the application process. I understand and agree that if the Application is approved in writing by ARC, Applicant (Proposed Agent) will be subject to the terms and conditions of the Agent Reporting Agreement (ARA).

**MUST BE SIGNED IN THE PRESENCE OF A NOTARY**

\_\_\_\_\_  
Signature of Agent’s proposed owner (or corporate officer if Agent is a corporation)

\_\_\_\_\_  
Print or Type name of above signatory

\_\_\_\_\_  
Print or Type title of above of signatory

\_\_\_\_\_  
Date Signed

**(FOR NOTARY USE ONLY)**

County of \_\_\_\_\_ State of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Print NAME of above signatory (**NOT THE NOTARY NAME**)

appeared before me and, having been duly sworn by me, stated that the contents of the foregoing application are true and complete, and signed the application is my presence.

**NOTARY SEAL**

\_\_\_\_\_  
Notary Public Name

\_\_\_\_\_  
Notary Public Signature

My commission expires on \_\_\_\_\_



# MEMORANDUM OF AGREEMENT TO AGENT REPORTING AGREEMENT

Legal Name of Agent: \_\_\_\_\_  
[The legal name must be identical to the legal name shown on the Application and the Financial Instrument.]

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

The parties to this "Memorandum of Agreement to the Agent Reporting Agreement" ("MOA") are the Agent identified above ("Agent"), Airlines Reporting Corporation ("ARC"), and each Carrier which is or may become a party to ARC's "Carrier Services Agreement" and has appointed Agent as its agent for the issuance of ARC Traffic Documents in connection with sales of air transportation and/or ancillary services ("Carrier"). In signing this MOA, ARC acts on its own behalf and on behalf of each such Carrier.

Each of the parties hereby agrees to be bound by the terms and conditions of the "Agent Reporting Agreement" ("ARA") effective and in place on the date of inclusion, and, where applicable, all attachments, addenda and supplementary agreements thereto, which are incorporated herein by reference as though fully set forth in this MOA.

Agent's use of electronic means (such as a username, password, or Log-in Credential) to transact business under the ARA with ARC and/or the Carrier(s) (including, for example, to demonstrate continued concurrence with the ARA and future amendments, to purchase products and services, or to remit payments) shall have the same force and effect as a handwritten signature, shall bind the Agent for all purposes, and shall be deemed admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form in the ordinary course of business. Agent waives all rights to contest the legally binding nature, validity, or enforceability of such electronic transactions, based solely on the fact that such transaction was done or entered electronically, and expressly waives any rights to assert such claims and/or defenses to any such claims that may be asserted against Agent at any time by ARC or Carrier.

By the signature of its authorized representative below, Agent certifies that the representative signing is authorized to execute this MOA on behalf of the Agent and that the Agent agrees to be bound by all of the terms and conditions set forth in both the ARA and this MOA. The person executing this MOA on behalf of the Agent does hereby personally represent and warrant by his or her signature on behalf of the Agent that the execution, delivery and performance of this MOA has been duly authorized by all necessary action and does not conflict with, result in a violation of, or constitute a default under any provision of the Agent's respective articles of incorporation or organization, by laws, or any agreement or other instrument binding upon the Agent or any law, governmental regulation, court decree or order applicable to the Agent.

<p><b>FOR COMPLETION BY AGENT IDENTIFIED ABOVE</b></p> <p>BY: _____ Signature of Agent's owner (Corporate officer if agent is a corporation)</p> <p>_____ Print Name</p> <p>_____ Title</p> <p>_____ Date Signed</p>
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<p><b>FOR COMPLETION BY ARC ONLY</b></p> <p>Following approval of the application</p> <p><b>ARC NUMBER:</b> _____</p> <p>Effective date of this Agreement: _____</p> <p><b>By: Airlines Reporting Corporation</b></p> <p>_____ Vice President</p> <p>_____ Date</p>
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