



New Branch Certification and Agreements

Applicant submits this Request (Application) to Airlines Reporting Corporation (ARC) for approval and accreditation of the Branch Location described in the Application. In consideration of ARC's evaluation of the Application, Applicant agrees as follows:

1. In addition to the definitions contained in the Applicant's Reporting Agreement, the following definitions apply to this Application and Agreement:

1.1 APPLICANT means the ARC Accredited Entity submitting this Application.

1.2 ARC ACCREDITED ENTITY includes Ticket Reporting Agent (TRA or Agent), Corporate Travel Department (CTD), Sovereign Entity Agent (SEA) or Sovereign Entity Corporate Travel Department (SECTDRA), as applicable.

1.3 PRESENTLY IN DEFAULT means the status of Applicant or ARC Accredited Entity during the 31-day period referred to in Section 33 of the applicable Reporting Agreement, or any extension granted pursuant to the terms of the Reporting Agreement.

1.4 REPORTING AGREEMENT means the separate agreement to which the Applicant, Carrier and/or ARC are parties, which provides the terms under which Applicant operates as an ARC Accredited Agent. The term Reporting Agreement encompasses the Agent Reporting Agreement (ARA), Corporate Travel Department Reporting Agreement (CTDRA), Sovereign Entity Agent Reporting Agreement (SEA) or Sovereign Entity Corporate Travel Department Reporting Agreement (SECTDRA), as applicable

1.5 The terms CANCELED, TERMINATED or REMOVED FROM THE ARC AGENCY LIST means the status of a former ARC Accredited Entity:

1.5.1 whose Reporting Agreement was terminated by ARC;

1.5.2 who was subject to the Additional Operating Requirements of Section 34 of the Reporting Agreement, as applicable, at the time when it voluntarily canceled its agreement;

1.5.3 who was subject to a demand made pursuant to Section 13 of the Reporting Agreement at the time when it voluntarily canceled its agreement;

1.5.4 who failed to pay all amounts owed to ARC or the Carriers at the time when it voluntarily canceled its agreement; or

1.5.5 whose voluntary cancellation was subsequently amended by ARC to show failure to pay all amounts owed pursuant to the Reporting Agreement, VTC Agreement, or the Travel Agent Service Fee Agreement.

2. Except as this Agreement may permit otherwise, Applicant's proposed Branch Location must meet the same requirements as though the Branch Location was being reviewed for retention on the ARC Agency List under the applicable Reporting Agreement.

3. ARC will notify the Carriers and the System Providers when an Application is received and when an Application is approved, withdrawn or disapproved.

4. Applicant acknowledges and agrees that the corporate structure of Applicant's Home Office and Branch Location must be absolute and all inclusive as a single entity, and the Home Office must have full legal and financial responsibility for the administration, staff, liability, maintenance, and operational expense of the Branch.

5. An Application is not complete until all required documents and information have been received by ARC with all applicable fees paid. ARC will not approve an incomplete Application.



6. Applicant acknowledges and agrees that ARC will conduct such investigation as it deems appropriate to verify the accuracy of the information presented in this Application.
7. 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 so notify ARC will itself constitute a material misrepresentation or inaccuracy in the Application. All documentation provided to ARC should include the applicable Request Number.
8. Within 90 days after receipt of a complete Application, ARC will, except as provided otherwise in this Agreement, approve or disapprove the Application, and notify all Carriers and System Providers and Applicant (and in case of disapproval, provide the reasons).
9. ARC will disapprove this Application if it finds that proposed Branch location does not meet the requirements for inclusion on the ARC Agency list or cannot be relied on to adhere to the terms of the Reporting Agreement.
10. Applicant understands and agrees that if this Application is disapproved, Applicant's sole right of recourse will be to have the disapproval reviewed by the Travel Agent Arbiter (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.
11. Applicant expressly waives all claims, causes of action, or rights to recovery based upon libel, slander, or defamation of character by reason of publication by ARC, Carriers and/or the Travel Agent Arbiter (TAA) of any asserted grounds or reasons for disapproval of this Application.
12. Applicant acknowledges and agrees that ARC will be entitled to rely upon any Request or document provided to ARC, or any action taken in this Application submitted electronically (or in any other format) by Applicant or Applicant's Accreditation Tool Users. Applicant will not contest the legally binding nature, validity, or enforceability of such transactions, documents or activities initiated or performed through the ARC Accreditation Tool, based on the fact that it was entered electronically, and expressly waives any and all rights to assert such a claim.