



# PAN TOURS HAWAII, INC. AGENCY POLICY AGREEMENT

This Agreement is entered into between **Pan Tours Hawaii, Inc.**, located at 1017 Kapahulu Avenue, Honolulu, HI 96816 (hereafter referred to as “**Pan Tours**”) and \_\_\_\_\_ located at \_\_\_\_\_ (hereafter referred to as “**Agency**”).

Pan Tours only acts as a wholesaler of travel services to and for the benefit of the Agency. The Agency is only a customer of Pan Tours and is not an agent of or related to Pan Tours.

**Agreement Duration:** This Agreement shall become effective upon the date both parties sign the Agreement, and shall remain in full force and effect until terminated by either party at any time by giving written notice to the other party. All obligations incurred or existing under this Agreement as of the date of termination shall survive such termination. This Agreement shall be governed by the laws of the State of Hawaii and shall be binding upon the successors, assigns, and legal representatives of the party.

**Indemnity:** Pan Tours represents, and is the agent for, carefully selected air carriers, transportation companies, tour operators, hotels, wholesalers, and other suppliers providing travel or other services who are independent contractors and not agents or employees of the Pan Tours. Pan Tours is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting from them. Pan Tours has no liability and will make no refund in the event of any delay, cancellation, overbooking, re-scheduling, re-booking, re-routing, strike, force majeure, financial insolvency, bankruptcy or other causes beyond their direct control and have no responsibility for any such events as well as for any additional expenses, damages, omissions or acts of any government authority.

**By signing below, the Agency certifies that their agency has the authorization of all cardholders and that they have all the cardholder’s names, addresses and signatures on file for all charges submitted to Pan Tours. The Agency will be responsible for the entire cost of tickets should a credit card transaction be disputed and charged back.**

**The Agency will be liable and responsible for any illegal, fraudulent or unauthorized use of the credit cards of the Agency’s customers.**

**By signing below, the Agreement is acknowledged and both parties have agreed to the terms and conditions as stated on this Agreement.**

**Pan Tours Hawaii, Inc.  
1017 Kapahulu Avenue  
Honolulu, HI 96816**

Agency:  
Address:

\_\_\_\_\_  
Pan Tours Hawaii, Inc. Representative

\_\_\_\_\_  
Name of Authorized Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

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

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