St Martin Blue Travel Agent User Agreement

1.1. This Travel Agent User Agreement (the "Agreement") is entered into between St Martin Blue LLC, a company registered in North Carolina, with its principal place of business at 1209 Churchill Downs Drive, Charlotte, North Carolina ("St Martin Blue"), and travel agent, an independent travel agent or agency ("Travel Agent"), collectively referred to as the "Parties".

1.2. By accessing and using the St Martin Blue website and its booking tools, Travel Agent agrees to be bound by the terms and conditions set forth in this Agreement. If Travel Agent does not agree with any of these terms and conditions, they should not use St Martin Blue's website or services.

Booking Tools and Services

2.1. St Martin Blue grants Travel Agent access to its booking tools and services solely for the purpose of facilitating bookings for accommodations and travel services offered by St Martin Blue.

2.2. Travel Agent shall use St Martin Blue's booking tools and services in accordance with any applicable laws, regulations, and industry standards.

2.3. Travel Agent shall not use St Martin Blue's booking tools and services for any unlawful or fraudulent purposes, including but not limited to any unauthorized access, hacking, or data breaches.

2.4. Travel Agent is strictly restricted from utilizing St Martin Blue's booking and search tools and services to secure reservations for a property with any other entity, including other companies, online travel agencies (OTAs), rental platforms, or by directly contacting the property owner. Violation of this clause will result in suspension of privileges and permits St Martin Blue to seek compensation for lost revenue.

Proprietary Information

3.1. Travel Agent acknowledges that St Martin Blue's website, booking tools, and associated content are the exclusive property of St Martin Blue and may be protected by intellectual property laws.

3.2. Travel Agent agrees not to reproduce, distribute, or disclose St Martin Blue's proprietary information, including but not limited to website content, without prior written consent from St Martin Blue.

Financial Data

4.1. In the course of facilitating bookings, Travel Agent may have access to financial data, including but not limited to payment information and commissions related to guests and transactions.

4.2. Travel Agent agrees to handle all financial data in strict compliance with applicable data protection and privacy laws and regulations.

4.3. Travel Agent shall not disclose or use financial data for any purpose other than facilitating bookings and related transactions.

Confidentiality

5.1. Travel Agent shall maintain the confidentiality of all information obtained from St Martin Blue and its clients and guests, including but not limited to booking details, pricing information, and customer data.

Termination

6.1. St Martin Blue reserves the right to terminate Travel Agent's access to its booking tools and services at any time for any reason, with or without notice.

Commissions

7.1 The agent portal showcases the commissions that have been earned. Commissions are disbursed upon the conclusion of the guest's stay. US-based agents must complete a W-9 form and provide banking details for commission payments, while non-US agents will receive their commissions via wire transfer.

7.2 If a guest cancels their reservation, commissions will not be granted unless the full payment has been received and is non-refundable.

7.3 If a guest receives compensation for problems encountered during their stay, the commission will be adjusted proportionally and deducted accordingly.

7.4 The travel agent acknowledges and agrees that in order to qualify for commission payments, they must be directly responsible for originating a lead or reservation with clients seeking travel services provided by St Martin Blue.
Origination, for the purposes of this clause, refers to the act of actively engaging with potential clients, either through direct communication, marketing efforts, or other means, resulting in the client expressing a genuine interest in booking travel services through St Martin Blue.

Miscellaneous

8.1. This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether oral or written.

8.2. Any disputes arising from this Agreement shall be governed by the laws of North Carolina, and the Parties agree to submit to the exclusive jurisdiction of the courts located in North Carolina.

Contact Information

9.1. For any questions or concerns regarding this Agreement, Travel Agent may contact St Martin Blue at reservations@stmartinblue.com.