



Southwest Airlines Certificate of Appointment

Phone 214 792-6777

TRAVEL AGENCY ARC #

TRAVEL AGENCY NAME

Business Address:

Business Phone: (____) _____

Fax Number: (____) _____

E-MAIL* _____

Global Distribution System ("GDS") USED _____ (hereinafter "Agency") is hereby appointed to represent Southwest Airlines Co. (hereinafter "Southwest") in the promotion and sale of Passenger air transportation, under a non-exclusive basis, in accordance with and subject to the following Terms and Conditions of Southwest effective 04/23/2016, ("Effective Date"), which may be modified by Southwest at any time without notice or agreement between the parties:

* E-mail address listed will be used to send Southwest Airlines Ticketing Fulfillment Confirmations and important notices to the agency. SWA allows one E-mail address per ARC number. For changes, please email swtravel@wnco.com. Please provide IATA number, old and new contact information.

1. Unless otherwise approved in writing by Southwest, Agency must be approved by the Airlines Reporting Corporation (hereinafter "ARC") prior to making reservations for the sale of passenger air transportation pursuant to this Appointment, remain in good standing with ARC, adhere to any and all ARC, rules and regulations, and maintain a current address with ARC.

Agency assumes full responsibility for its employees, outside Agency or other parties selling Tickets under the Agency's number.

2. Agency agrees to abide by the Terms and Conditions contained in Southwest's Contract of Carriage, which may change without notice and is incorporated herein by referenced and available at southwest.com/travel_center/contract.html. The Agency shall inform to all its clients that they have to abide to the Terms and Conditions contained in Southwest's Contract of Carriage and provide the link for its referral.
3. Payment to Southwest must be by valid credit card acceptable to Southwest (American Express, MasterCard, VISA, Diners Club, Discover and Air Travel Card). Agency must provide information required by Southwest to comply with credit card issuer's terms and conditions.

Credit card charge-backs shall be debited to Agency. Acceptable forms of payment are subject to change.

4. Southwest does not have interline baggage or ticketing agreements and does not interline with any other airlines. All flight segments sold by Agency shall be exclusively over the published scheduled service of Southwest
5. Southwest does not refund lost, stolen or destroyed tickets. Agency agrees to comply with terms and conditions contained in the ARC (Airline Reporting Corporation) Agreement as posted, including those provisions relating to the Document Exchange Rule.
6. Agency shall provide each Customer with an itinerary, which includes reservation confirmation number, fare information, and an itemization of any excise tax, segment fees, and passenger facility charges (PFC). Agency may provide its Customers with a Notice of Incorporated Terms contained in Southwest's Contract of Carriage (southwest.com/travel_center/contract.html) and advise Customers regarding any applicable fare rules and restrictions. Any Agency fees will be clearly identified as a fee of the Agency and not Southwest.
7. Rapid Rewards Awards have no cash value and are void if sold, purchased, brokered, or bartered. Any violation of Rapid Rewards rules and regulations, including those related to Award use, will result in the termination of the Certificate of Appointment and all agents will be prohibited from selling Southwest Airlines reservations
8. If confirmations are received that do not belong to the agency, Agency must notify Southwest within 24 (twenty-four) hours at 214-792-6777 between 7:30 a.m. and 5:00 p.m. Central Time Zone, Monday through Friday. After hours you may contact 214-792-5240 from 6:00 a.m. to 7:30 a.m. and 5:00 p.m. to 10:30 p.m. Central Time Zone, Monday through Friday.
9. GDS pricing errors and issues exist and are not the responsibility of Southwest. The agency will be debited for bookings which violate Southwest ticketing rules and regulations. Debit Memo payments are due 30 days from date of issue.
10. As the Southwest Airlines Travel Agency Sales Agreement for travel agencies may change without notice from time to time, please refer to your Sabre DRS (Direct Reference System), www.southwest.com/travelagency, or contact Southwest at (214) 792-6777 for important notices.
11. Agency represents and warrants that it has the authority to sell travel and is in full compliance with all applicable state, federal or local laws and regulations. Agency agrees not to purchase any of Southwest Airlines registered trademark names or derivatives in any Internet keyword searches.
12. It is the responsibility of the Travel Agency to perform credit card verification and have the proper documentation to defend the sale in the event of a chargeback of the sales by the credit card issuer. Please be aware The Travel Agency is responsible for credit card chargebacks and/or fraudulent credit card usage. The acceptable credit card list is in the Contract of Carriage found on southwest.com/travel_center/contract.html.
13. GDS issued tickets are settled directly with Southwest Airlines and not through standard ARC Reporting. Debit Memos are processed through ARC's Memo Manager, and are due within 30 days of issuance.
14. When ticketed reservations are canceled or not flown, the funds for non-refundable fares shall be electronically stored in the Passenger Name Record ("PNR") for up to twelve (12) months from the date of original ticketing. Agency shall be responsible for maintaining records regarding such funds. Agency may request a refund for such refundable funds or request an exchange of non-refundable

funds for future travel on Southwest by calling Southwest reservations and providing the PNR locator number.

15. No Show Policy: Cancellation must be completed at least 10 minutes prior to scheduled departure of the flight. Customers who fail to cancel or change a Wanna Get Away fare segment at least 10 minutes prior to travel and who do not board the flight, will be considered a **no show**. All remaining funds on this reservation will be forfeited, including Business Select and Anytime funds. The Travel Agency must verify they received the email confirmation of the cancellation.
16. Southwest is not obliged to pay any remuneration to the Agency pursuant the promotion and sale of Passenger air transportation according to this Agreement, in accordance with and subject to the Terms and Conditions of Southwest effective, as stated in paragraph 2 above. Thus, the Agency shall delivery the amounts corresponding to the tickets sold free of any charges or commissions they charge to the Agency's clients.
17. This Agreement shall enter into force in the execution date hereof and will be valid through one-year period starting from the Effective Date. Southwest may terminate the Agreement at any time during its term, with a prior written notice given to the other party with 10 calendar days of anticipation to the date of termination.
18. The Agency shall not be entitled to assign its rights under this Agreement, unless it obtains the written consent from Southwest. Southwest shall be entitled to assign any and all rights under this Agreement, by means of written notification to the Agency.
19. The Agency understands that the Agency's relationship with Southwest is one of confidence and that during the term of this Agreement, the Agency may acquire or may have already acquired knowledge of, or access to information which relates to the business, operations, products or plans of southwest which is not known to the general public (hereinafter "Confidential Information"). The Agency will not at any time, without the prior written consent of Southwest, either during the Agency's engagement or thereafter, (a) disclose any Confidential Information to any other person or entity, or (b) use any Confidential Information for the Agency's own benefit or the benefit of any other person or entity. The Agency agrees that its agents, employees, approved independent contractors and representatives shall be bound and obligated by the same provisions of confidentiality as is the Agency. The foregoing obligation shall not apply to information which the Agency can prove through appropriate documentation: (a) was known to the Agency prior to receipt from Southwest; (b) is or lawfully becomes generally available to the public; (c) is lawfully acquired from third parties who have a right to disclose such information; or (d) the Agency is required by law to release, provided the Agency provides prompt written notice to southwest of such requests with sufficiently prior disclosure to enable Southwest to obtain an appropriate protective order in its discretion. Neither this Agreement nor the disclosure by Southwest of Confidential Information to the Agency shall be deemed by implication or otherwise to vest in the Agency any rights, licenses or trademarks in or to the Confidential Information. At any time at Southwest's request, the Agency agrees to promptly return all Confidential Information in its possession to the Agency. The Agency agrees that any breach of this Agreement could cause irreparable damage for which Southwest will have no adequate remedy under law and that, in the event of such breach, Southwest shall have the right to attend to courts to claim respective losses and damages, in addition to any and all remedies under law.
20. Should individual provisions of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions. The same shall apply should individual provisions of this Agreement be or become invalid or in the event of an omission.
21. Notice related with this agreement must be carried out personally in the address appointed by the



parties. Notices shall be effective in the day of its receipt by the other party or any of its representatives.

22. The parties execute this agreement in duplicate in [_____] on the ____ day of _____, 20____; one copy of this agreement shall be delivered to Southwest and the remaining copy shall be delivered to the Agency.

Please send completed Certificates of Appointment to:
Email: TMCRelations-DG@wnco.com

Or mail to:
Southwest Airlines
Attn: Travel Agency Relations
PO Box 36611, HDQ-2BD
Dallas, TX 75235

AGREED TO AND ACCEPTED:

TRAVEL AGENCY:

By: _____
Title: _____

SOUTHWEST AIRLINES CO.:

By: _____
Title: Travel Agency Administration