

## STATEMENT OF POLICY AND PROCEDURE

(To be maintained at CLIA's principal office and at Members' offices; available to applicants and to Affiliated Sellers of Travel on the Master List of Travel Sellers upon request.)

- A. TRAVEL SELLER FEES. An Annual Travel Seller Fee of U.S. \$395.00, the levels of which CLIA may change from time-to-time, shall be collected for each location on or before the commencement of each fiscal year. When CLIA is notified of a change in the form of ownership or in control, or the ability to control management of the Affiliated Seller of Travel, a new Annual Travel Seller Fee will be collected from the new owners for each Affiliated Seller of Travel location affected.
- B. RIGHTS OF AFFILIATED TRAVEL SELLERS.
1. INVOLUNTARY TERMINATION OF AFFILIATION: NOTICE AND OPPORTUNITY TO BE HEARD. Should CLIA determine that an event has occurred which gives rise to grounds for an involuntary termination of affiliation, the Affiliated Seller of Travel shall be notified of such grounds and shall be granted a reasonable opportunity to dispute the grounds for involuntary termination. Should CLIA thereafter determine that involuntary termination is warranted, the Members and the Affiliated Seller of Travel shall simultaneously be notified that affiliation has been terminated, stating the reasons therefor. Notice shall be given by certified mail, return receipt requested.
  2. EFFECT OF INVOLUNTARY TERMINATION OF AFFILIATION. The involuntary termination of an Affiliated Seller of Travel affiliation for any of the causes listed in condition (e) to the Conditions for Travel Seller Affiliation shall be deemed sufficient cause for cancellation and removal of the Affiliated Seller of Travel's name from the Master List of Travel Sellers.
  3. OPPORTUNITY FOR REVIEW. The Affiliated Seller of Travel will be given the opportunity for review of the grounds giving rise to involuntary termination of affiliation. The Affiliated Seller of Travel must exercise such right within fifteen (15) days from the date of CLIA's certified mail notice.
  4. REVIEW. It is envisioned that in most instances resolution of the alleged violation will be obtained via an exchange of dialogue and pertinent exhibits between the Affiliated Seller of Travel and CLIA and/or the Member(s) concerned. However, should there be disputed issues of fact or law, the Affiliated Seller of Travel may request that the matter be referred to a more formal review board (the "**Review Board**").
  5. REVIEW BOARD. The Review Board shall consist of one (1) representative chosen by the Affiliated Seller of Travel, one (1) representative designated by CLIA, and a third mutually acceptable party.

If mutual acceptance cannot be obtained, the third party shall be designated by the American Arbitration Association.

6. DECISION. The decision of the CLIA Review Board shall be final.
7. REINSTATEMENT. If, as a result of the dialogue between the Affiliated Seller of Travel and CLIA and/or the Member(s) referred to above, the Affiliated Seller of Travel settles all claims in full, reinstatement shall be automatic. If the matter is referred to a Review Board, reinstatement shall be in accordance with the decision reached by the Review Board.

C. THE RIGHTS OF CLIA AND ITS MEMBERS AND ASSOCIATE MEMBERS.

1. RELIEF FROM RECOURSE. CLIA shall not be responsible for any losses caused to the Affiliated Seller of Travel due to any action taken by CLIA pursuant to any of the conditions for Travel Seller affiliation.
2. FAILURE TO ACT UPON ANY DEFAULT. Such failure shall not be deemed a waiver thereof by CLIA or the Member involved nor a general waiver of any such acts or omissions; nor shall such failure be deemed to operate as a relinquishment of rights against the Affiliated Seller of Travel in respect of any other acts or omissions by the Affiliated Seller of Travel.
3. RIGHTS SEVERAL, NOT JOINT. The powers, rights, privileges, immunities and duties of the Members and Associate Members are several and not joint.