



## CRUISE PARTNER AGREEMENT 2010

*THIS AGREEMENT IS MADE BETWEEN EBONY PYRAMID ENTERTAINMENT AND*

ORGANIZATION NAME \_\_\_\_\_

POINT OF CONTACT \_\_\_\_\_

CONTACT PHONE NUMBER(S) \_\_\_\_\_ / \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

WEBSITE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

### **Description**

Ebony Pyramid Entertainment (EPE) is entering into an Agreement with the Cruise Partner (CP), listed above. The Cruise Partner will promote EPE's annual Black Gay and Lesbian Pride: Caribbean Cruisin' (Event) by means of their website, Internet electronic page(s), newsletters (hardcopy and/or electronic), blogs, flyers, posters, electronic/internet social networking sites, on-site promotions (at no cost to EPE), and other promotional means set forth by EPE and the CP. This excludes means when Cruise Partners are charging for services, such as advertisement in a program booklet/guide or situations that would incur a burden cost to the Cruise Partner.

In exchange, EPE will list the Cruise Partner on its website as a Cruise Partner with a link to the Cruise Partner's website. In addition, EPE will list the Cruise Partner in the Event's Official Program Guide.

### **Qualification**

To qualify as a Cruise Partner, the organization must: 1) have been in business for a minimum of two years, 2) have a website, and/or 3) send out an email blast at least twice a month. Exception to rules is when EPE feels that the group may be beneficial to the promotion of the Event and the CP has means to reach a mass number of potential guests.

### **Requirements**

*Website/Internet Electronic Pages and Social Networking Sites: When promoting EPE*

on a Cruise Partner website, the advertisement/banner must be in a prominent location. EPE must approve the positioning of the advertisement/banner. This does not expressly require the Cruise Partner to place the advertisement/banner on the Home Page of a Cruise Partner.

*Email Blast:* This does not require that a Cruise Partner send out an email blast specifically advertising EPE (unless they want), but that in the email blast, the EPE advertisement/banner must be included. EPE will provide the advertisement/banner to the Cruise Partner, with the referral language.

**Compensation**

The Cruise Partners will be compensated by EPE by paying \$20 for all NEW Guests referred, after the first five. New Guests are defined as guests that have never been booked, on the Event, with EPE from 1999 to Present.

For every return guest that originally booked with CP as a New Guest in the past, EPE will pay a flat \$5 commission for those guests. The CP Return Guest will not count towards “Benefits Due” or fall within the Commission Scale below.

The commission process is outlined and operates so that the Cruise Partner will receive \$5 for the first five guests. The \$5 per guest will not be paid, until the fifth guest has been reached. After the fifth guest, the \$20 per guest of the Cruise Rate will be paid.

The Commission Scale (New Guests Only) is:

<b>Number of Guests</b>	<b>Commission Paid</b>	<b>Benefits Due</b>
1-5	\$5 each (Not paid until 5 <sup>th</sup> guest)	None
6-10	\$20 each	One (1) \$25 Cruise Credit
11-15	\$20 each	Two (2) \$25 Cruise Credits
16-20	\$20 each	One (1) Free Cruise * One (1) \$25 Cruise Credit One (1) Quarter-Page Ad
21-25	\$25 each	Two (2) \$25 Cruise Credits Upgrade to Half-Page Ad
26-30	\$30 each	Upgrade to Full-Page Ad
31-UP	\$40	One (1) Free Cruise * One (1) Night Paid Host Hotel Stay Logo on Official T-Shirt

*\*Free cruise is based on Double Occupancy Inside Cabin. Cruise winners will be responsible for paying administrative fees, taxes, and port fees.*

No commissions will be paid on guests that receive a free, discounted cruise, or cruise credits. Once the Cruise Partner reaches Sixteen (16) guests, EPE will provide them with a cruise credit, to use as they see fit. If the Cruise Partner provides the credit to a guest they previously received a commission for, the credit will be provided to the guest, but the Cruise Partner must forfeit the commission previously received by the Cruise Partner. This process applies to all credits received. The Cruise Partner may also have

all commissions and credits applied to their individual cruise account.

Payments will be dispersed to Cruise Partners on a monthly basis (set by EPE) and paid via Pay Pal (online banking service). EPE is not responsible for any fees assessed to Cruise Partner by Pay Pal. If Cruise Partner requests payment be made by Cashier's Check then there will be a fee of \$15 for commissions up to \$50, a \$20 fee for commissions of \$51 - \$100, and a fee of \$25 for commissions of \$101 and up.

### **Verification of Credit**

EPE will provide advertisement/banner for Cruise Partner's website or other related internet page(s) that will state for website visitors to list the Cruise Partner's name on the EPE Registration Form, when they register for the cruise. The Cruise Partner's name will be listed in a drop down box on the form. The Cruise Partner may also place a sticker, without covering up prime images or information, on EPE flyers with their name and to list them as a "Referral".

EPE will use the guests' registration forms to determine which Cruise Partner to credit for the referral. A guest cannot come back and complete a registration form later and then change their Referral name. Sometimes guests make mistakes and change registration information. But, after an hour of the first registration, a guest cannot change their Referral name. They may change or correct any other information, but not their Referral information. This means that if a guest registered weeks or months earlier, they cannot now register and list the Cruise Partner as a Referral.

When submitting commission to the Cruise Partner, EPE will provide the guests First Name and Last Name Initial along with City and State (example: Joe H./St. Louis, MO). This is to protect the identity of the guest and not provide personal information without their consent. Other guest information will not be provided to Cruise Partners. If the Cruise Partner has a challenge because they think that one of their referred guests has registered and paid their deposit and EPE did not pay the Cruise Partner commission, the Cruise Partner may challenge EPE. In order to challenge EPE, the Cruise Partner must provide EPE with the guest's First and Last Name. If it is found that EPE did not pay the Cruise Partner their deserved commission, EPE will pay them their current commission rate, plus \$10. If it is found that the guest has not registered and/or paid their deposit or if the guest is found to have registered earlier without listing the Cruise Partner, then the Cruise Partner must pay EPE \$25 per challenge. If the Cruise Partner does not pay the \$25 challenge fee, they will not be eligible for further commissions for that year, all credits, free cruises, and ad space offers terminated. Further, the Cruise Partner may be subject to disqualification for future years.

If a guest cancels or is canceled by EPE, the commission paid to the Cruise Partner for that guest must be paid back to EPE or credited by the Cruise Partner's next guest. The number of reductions registered under the Cruise Partner will drop the commission and benefits (i.e., if on the 16<sup>th</sup> guest the Cruise Partner receives a free cruise and someone cancels within their roster, then the number goes back to 15 and the free cruise is pulled). It is the Cruise Partner's responsibility to maintain their numbers to keep the commission and benefits.

### **Timeline**

This Agreement will be in effect from the Cruise Partner signing and EPE Approval until September 6, 2010.

**Company Image**

This Agreement does not endorse the action or business practice of the Cruise Partner, nor does it acknowledge that the Cruise Partner has any other business matters or agreements with EPE, other than what is outlined in this Agreement. Cruise Partner acknowledges that it will not name EPE in any suits, based on its partnership with EPE, because of their own (Cruise Partner) questionable actions.

**Termination of Agreement**

EPE may option to terminate this Agreement if it feels that the Cruise Partner is not complying with the guidelines in the Agreement. Prior to terminating the partnership of this Agreement, EPE must give at least one verbal or written warning, unless the incident is so egregious that EPE feels it constitutes immediate termination. The Cruise Partner may request termination at any time, at which time all commissions will stop and any credits, cruises, and advertisement will be terminated.

**Amendments**

All stipulations in this Agreement are considered binding unless both parties sign an Amendment for deletions or additions to terms.

**Acknowledgement of Agreement**

*In signing this document, the Organization agrees to the outlined Agreement above:*

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Organization Rep. - Printed Name/Title

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Date

*Fax Agreement to: (202) 355-6482*

<b><u>Disposition of Agreement</u></b>	
<b>APPROVED</b> Date _____	
_____ EPE Rep. - Printed Name/Title	_____ Representative's Signature
<b>DECLINE</b> Date _____	
_____ EPE Rep. - Printed Name/Title	_____ Representative's Signature