



This Tour Services Agreement (this “Agreement”) is made and entered into by and between Valley of the Latte, L.L.C. dba; Valley of the Latte Adventure Park, a Guam Corporation whose mailing address is: P.O. Box 1647 Hagatna, Guam 96932 (“Operator”), and the undersigned Tour AGENT (“AGENT”).

This Agreement entered into this day of \_\_\_\_\_, between Valley of the Latte L.L.C., herein “Operator” and \_\_\_\_\_, herein “AGENT” whose mailing address is \_\_\_\_\_.

Witnesseth

Whereas, “AGENT” is engaged in the business of tour operations and related services for tourists visiting Guam; and

Whereas, “Operator” is a provider of goods or services. Facilitates and provide tour attractions, activities and optional tour services for the AGENT’s client, herein “Customer”; and

Whereas, “Operator” has nominated Nautech Travel Services as its representative for Japan market guests; and

Whereas, the parties hereto desires to better serve AGENT’S customers.

Now, therefore, for and in consideration of the mutual promises herein set forth, the parties agree as follows:

1. The period of this Agreement will commence on April 01, 2023, and end on March 31, 2024.

**2. Rates & Commission:**

**The Valley of the Latte Cultural Adventure Tour Packages**

**Rates with Transfer:**

**1a. The Cultural Adventure Package A with Transfer (River Cruise)**

Type:	Gross Rate	Net Rate	Commission (15%)
Adult:	\$125.00	\$106.25	\$18.75
Child:	\$110.00	\$ 93.50	\$16.50

\*Available for Adults, children, and infants



**2a. The Cultural Adventure Package B (Transfer + Adventure Kayak)**

**3.a The Cultural Adventure Package C (Transfer + Adventure Paddle Boarding “SUP”)**

Type:	Gross Rate	Net Rate	Commission (15%)
Adult	\$125.00	\$106.25	\$18.75

\*Available only for adults, 12 years old and up.

**Rates without Transfer**

**1b. The Cultural Adventure Package D without Transfer (River Cruise)**

Type:	Gross Rate	Net Rate	Commission (15%)
Adult:	\$110.00	\$ 93.50	\$16.50
Child:	\$ 95.00	\$ 80.75	\$14.25

\*Available for Adults, Children, and infants

**2b. The Cultural Adventure Package E (+ Adventure Kayak)**

**3b. The Cultural Adventure Package F (+ Adventure Paddle Boarding “SUP”)**

Type:	Gross Rate	Net Rate	Commission (15%)
Adult	\$110.00	\$93.50	\$16.50

\*Available only for adults 12 years old and up.

\*Adult = 12 years and up /\*Child= 4-11years /\*Infant= Under 4 years old

**3. Tours inclusions:**

- Packages which include transfer: R/T transportation, Lunch + (Choice of) Cultural Package A, B, or C + The Valley of the Latte Cultural Adventure Park
- Packages which does not include transfer: Lunch, + (Choice of) Cultural Package D, E, or F + The Valley of the Latte Cultural Adventure Park
- Please choose which Cultural Package when making reservation.
  - A or D River Boat Cruise
  - B or E Kayak
  - C or F Paddle Boarding



**4. Charter Rates: (Does not include Transportation and lunch)**

**Group Charters are only available for the River Boat Cruises Package**

**Boat Charter (44 maximum capacity per boat)**

<u>Pax:</u>	<u>Net Rate:</u>
Up to 44pax	\$2080.00
Lunch (per person)	\$15.00
R/T Transportation (Per person)	\$17.00

*\*Only for River Boat Cruise*

**Cancellation / Penalty policy:**

Regular Bookings: 100% charge of the net rate, 1 day prior after 5 PM. (Guam Time)

**Groups and Charters:**

- 10% Penalty if cancelled 45 days before Tour Date.
- 20% Penalty if cancelled 30 days before Tour Date.
- 50% Penalty if cancelled 21 days before Tour Date.
- 75% Penalty if cancelled 14 days before Tour Date.
- 100% Penalty if cancelled 7 days before Tour Date.

**5. Terms & Conditions**

1. Operator will accept same day booking upon availability. Same day reservation must be made by calling Operator Reservation Center at 671-647-1118
2. All Study Tour requests must be submitted in advance (at least 24 hours) to 671-647-1118 or email to valleyoflatte@nautechguam.com
3. Changes in Operator's Fees, operations, and/or pickup schedules. If Operator intends to change any of Operator's Fees, operations, and/or pickup schedules, Operator shall give not less than thirty days advance written notice thereof to the AGENT. Any such notice shall, upon acceptance and agreement to the changes by the AGENT, be attached to this Agreement as an addendum. Notwithstanding any other provision of this Agreement, if any proposed change in Operator's Fees, operations, and/or pickup schedule is unacceptable to the AGENT, then the AGENT may, upon not less than fourteen days written notice to the Operator, terminate this Agreement.

4. AGENT's Services. AGENT will provide the following services to the Customers, and the Operator hereby specially appoints AGENT, as the special AGENT of the Operator, to undertake the following special and limited responsibilities on behalf of the Operator, or, if applicable, for the benefit of both parties in connection with the Tour Services:
- accept from AGENT's headquarters or other AGENT offices abroad (the "AGENT Group"), or directly from the Customers, the reservations of the Customers for the Tour services.
  - collect from AGENT Group, AGENT's own charges for arranging the Tour Services.
  - collect from AGENT Group (if actually paid by the Customers to AGENT Group and collected by AGENT Group in advance from the Customers), or collect directly from the Customers, as the special AGENT of the Operator, and in addition to AGENT's own charges, the fees charged by the Operator to the Customers for the Tour Services, or related goods and services as these fees are set forth in Section 2 of this Agreement (the "Rates");
  - disburse to the Operator the Operator's Fees and other charges in accordance with the instructions, terms and conditions set forth in Section 10 of this Agreement.
5. Reservation Information: for reservations accepted from AGENT's customers, AGENT will provide to the Operator's Japan Market representative, Nautech Travel Services, necessary information to facilitate the guest experience. Nautech Travel Services will coordinate on behalf of Operator and provide the following:
- Accept reservation from Agent, to include, but not be limited to information Hotel, room number, name, pax count) and the schedule no later than one day prior, by 5 P.M.
  - Transportation services
  - Marketing materials
  - Handle all guests' inquiries and complaints.
  - Group/charter requests.
  - Study tours.
6. Transportations. For tours inclusive of transportation, Operator will provide transportation for the Customer to and from the designated shuttle station located per transportation schedule (Exhibit A, Transfer Schedule). Operator hereby warrants and represents that all ground transportation vehicles used, or arranged for, by Operator shall be operated in accordance with applicable laws or regulations of Guam.



7. Billings and Payments:

- Operator will invoice the AGENT with a statement itemizing all the reservations for the tours sold and booked by the AGENT. The statement shall be in sufficient detail to enable the AGENT to verify the statement and to reconcile the statement against OPERATOR's records of reservations of the Customers.
- AGENT will disburse to Operator within fifteen (15) days (**net 15 days**) after receipt from Operator of the Operator's monthly statement, Operator's Fees which have been collected by AGENT as the special AGENT for Operator and on behalf of the Operator itemized therein.

8. Indemnification. Each party hereby indemnifies and holds harmless the other party and any of the other party's partners, officers, directors, AGENTS, and employees (collectively the "Indemnitee") from and against any and all liability, losses, claims, demands, actions and suits, including claims for property damage, personal injury, or wrongful death, arising out of, or in connection with the indemnifying party's performance of this Agreement, and any person claiming by, through, or under the indemnifying party, for any failure to (i) conduct such performance in safe conditions, (ii) observe or perform all applicable laws, regulations, or ordinances, or (iii) perform any of the covenants or agreements to be performed by the indemnifying party hereunder. The indemnifying party shall reimburse the Indemnitee for all costs and expenses, including reasonable attorneys' fees incurred by the other party, in connection with the defense of any such claim. Each party, as a material part of the consideration for this Agreement, hereby assumes all risks of damage to property or injury to persons in, upon, or about its property, and waives all claims in respect thereof against the other party, except where such injury or damage is caused by the willful acts or negligence of the other party. In addition to and without limitation of the indemnification provisions contained herein, the Operator shall hold AGENT harmless from any and all claims, lawsuits, damages, expenses for personal injury and personal property loss or damage suffered by any of the Customers while on the premises of the Operator including any losses or claims resulting from the theft or the conversion of personal property of the Customers, or any injury or loss of any of the Customers in connection with the Tour Services. The Operator agrees to compensate the Customers for loss or damage to personal property immediately upon receipt of a **legitimate** claim by any Customer therefor. If the Operator fails to provide such compensation within three (3) days after the Operator receives a legitimate claim for such loss or damage, AGENT may pay such claim and shall have a right to immediate reimbursement therefor by the Operator.



9. Taxes. Each party hereto will be solely responsible for the payment of any and all taxes with respect to its income and the operation of its business. If for any reason the Government of Guam or any other taxing authority should assess, or attempt to assess, AGENT for any taxes with respect to the Operator's Fees, any funds collected by AGENT as the special AGENT of the Operator, or any other income of the Operator, the Operator immediately shall indemnify, defend, and hold harmless AGENT with respect to any such tax liability.
10. Marketing. Operator will supply and deliver brochures, promotional articles, and other marketing materials to AGENT. AGENT will display and/or distribute said materials at AGENT's site locations as available.
11. Operator shall maintain proper insurance coverage in the event an accident or injury may occur during the services provided by Operator.

## **6. Provisions & Remedies**

1. Governed laws. This Agreement shall be governed by the laws of Guam. This Agreement is the entire agreement and supersedes any other prior oral or written contract or agreement between the parties regarding its subject matter and may be amended only by a written agreement signed by both parties. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.
2. Partnership. This Agreement shall not create any partnership or joint venture between the parties. The legal relationship between Operator and the AGENT shall be that of principal and independent contractor, as applicable; provided, however, that the AGENT shall be deemed only a special AGENT of the Operator with respect to the collection, maintenance, or disbursement of the Operator's Fees, or any other income or funds of the Operator, for the express and limited purposes provided in this Agreement.
3. In the event of any action to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and costs incurred with respect thereto.
4. This Agreement may be terminated by either party with no less than sixty (60) days advance written notice provided to the parties to the termination date.



In Witness Whereof, the parties hereby execute this Agreement on this date first written above.

**OPERATOR:**

Valley of the Latte L.L.C.:  
Dba; Valley of the Latte, L.L.C.

By: \_\_\_\_\_  
Name David B. Tydingco  
Title: President & CEO  
Address: P.O. Box 1647  
Hagatna Guam 96932

Telephone: 671-789-3342

**AGENT:**

\_\_\_\_\_

By: (Signature) \_\_\_\_\_  
Print Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
Telephone : \_\_\_\_\_



Reservations: 671-647-1118

Sales: 671-647-1119

Reservations & Sales Fax: 671-647-1120

## EXHIBIT A

Pick up schedule A

### The Valley of the Latte Cultural Adventure Tours

Must be @ Dock no later than: **08:30am**

**Disembark: 09:00am (tour start time)**

<b>Hotels:</b>	<b>S/by place:</b>	<b>Stand by time:</b>	<b>Pick up times:</b>
Nikko/Tsubaki/Lotte/Bayview East	Hotel lobby	07:10am	07:20am
Oceanview/Bayview West	Front Entrance	07:10am	07:20am
Westin/Reef/Gplaza/Capital	Hotel lobby	07:15am	07:25am
Dusit Thani/Dusit Beach	1st Floor Bus Dept	07:20am	07:30am
Hyatt/PBay/Grand	Hotel lobby	07:20am	07:30am
Pstar/PIC	Hotel lobby	07:30am	07:40am
Royal Orchid	1st floor main entrance	07:30am	07:40am
Hilton/Wyndam/DaysInn	Hotel lobby	07:40am	07:50am
Sheraton/Onward/SantaFe	Hotel lobby	07:45am	07:55am
ABT	Hotel lobby	07:50am	08:00am
Leo Palace	Front desk lobby	08:05am	08:15am

**\* - Hotels not listed, pick up time will be discussed during time of reservation**

For further assistance please contact, Nautech Travel Services, Transportation Dept.

@ 671-647-1119 or for immediate assistance , 671-777-1550 (Ron)





Reservations: 671-647-1118

Sales: 671-647-1119

Reservations & Sales Fax: 671-647-1120

Pick up schedule B

### The Valley of the Latte Cultural Adventure Tours

Must be @ Dock no later than: **09:30am**

**Disembark: 10:00am (tour start time)**

<b>Hotels:</b>	<b>S/by place:</b>	<b>Stand by time:</b>	<b>Pick up times:</b>
Nikko/Tsubaki/Lotte/Bayview East	Hotel lobby	08:10am	08:20am
Oceanview/Bayview West	Front Entrance	08:10am	08:20am
Westin/Reef/Gplaza/Capital	Hotel lobby	08:15am	08:25am
Dusit Thani/Dusit Beach	1st Floor Bus Dept	08:20am	08:30am
Hyatt/PBay/Grand	Hotel lobby	08:20am	08:30am
Pstar/PIC	Hotel lobby	08:30am	08:40am
Royal Orchid	1st floor main entrance	08:30am	08:40am
Hilton/Wyndam/DaysInn	Hotel lobby	08:40am	08:50am
Sheraton/Onward/SantaFe	Hotel lobby	08:45am	08:55am
ABT	Hotel lobby	08:50am	09:00am
Leo Palace	Front desk lobby	09:05am	09:15am

**\* - Hotels not listed, pick up time will be discussed during time of reservation**

For further assistance please contact, Nautech Travel Services, Transportation Dept.  
671-647-1119 or for immediate assistance , 671-777-1550 (Ron)

@



Reservations: 671-647-1118

Sales: 671-647-1119

Reservations & Sales Fax: 671-647-1120

Pick up schedule C

### The Valley of the Latte Cultural Adventure Tours

Must be @ Dock no later than: **10:30am**

**Disembark: 11:00am (tour start time)**

<b>Hotels:</b>	<b>S/by place:</b>	<b>Stand by time:</b>	<b>Pick up times:</b>
Nikko/Tsubaki/Lotte/Bayview East	Hotel lobby	09:10am	09:20am
Oceanview/Bayview West	Front Entrance	09:10am	09:20am
Westin/Reef/Gplaza/Capital	Hotel lobby	09:15am	09:25am
Dusit Thani/Dusit Beach	1st Floor Bus Dept	09:20am	09:30am
Hyatt/PBay/Grand	Hotel lobby	09:20am	09:30am
Pstar/PIC	Hotel lobby	09:30am	09:40am
Royal Orchid	1st floor main entrance	09:30am	09:40am
Hilton/Wyndam/DaysInn	Hotel lobby	09:40am	09:50am
Sheraton/Onward/SantaFe	Hotel lobby	09:45am	09:55am
ABT	Hotel lobby	09:50am	10:00am
Leo Palace	Front desk lobby	10:05am	10:15am

**\* - Hotels not listed, pick up time will be discussed during time of reservation**

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@ 671-647-1119 or for immediate assistance , 671-777-1550 (Ron)