



VENDOR AGREEMENT BETWEEN

GRAND CIRCLE LLC
D/B/A Grand Circle Corporation
Grand Circle Travel
Overseas Adventure Travel
(Herein "Grand Circle")

and

Vendor Name: **Hornické Muzeum Příbram, Památník Vojna**

Address: Lešetice 52, 262 31 Milín, Ceska Republika, Česká republika

Evidence number: 0070/00360121/2019

Telephone: 00420 326 531 488
Country code – city code – number

Email: info@muzeum-pribram.cz

(Herein "Vendor")

The parties agree to the following:

1) EFFECTIVE DATES

The dates of this Agreement shall be March 1st, 2020 through November 30th, 2020 (the "Term").
This Agreement is related to Grand Circle's BCA Program(s).

2) SERVICES PROVIDED

Guided tour of Muzeum Vojna Lesetice in English Language

3) RATES

a)	Dates of Operation/Season	Rate
	<u>March 1st, 2020 – November 30th, 2020</u>	<u>CZK 60</u>

b) The above rates are (check one):

- ☒ Per Person
☐ Per Group

c) The above rates are in CZK currency, including tax, service charges, and levies.

4) COMPLIMENTARY POLICY

- a) The Vendor will provide the above contracted services to the Grand Circle Program Director(s)/Trip Leader(s) and Coach Driver(s) on a complimentary basis. This is in addition to the complimentary services mentioned in Section 4(b) below.
- ~~b) For every 10 passengers/groups that are booked with Vendor on a rolling basis, Vendor will provide services to one Grand Circle passenger/group free of charge.~~

Initialed: _____

5) STATUS REPORTS

- a) Grand Circle will advise the Vendor as to the number of seat required for each group according to the following schedule prior to arrival:
 - i) **Preliminary Status** – ~~From 14 days prior to services rendered, a status report will be sent to the Vendor on a monthly basis showing the number of seats required.~~
 - ii) **Final Numbers** – Final numbers, ~~with passenger names~~, will be provided to the Vendor 1 day prior to date of services.
- b) If Grand Circle adheres to the above reporting schedule cancellation penalties will not apply.
- c) Individual cancellations may be made without penalty up to 48 hour prior to scheduled service dates.

6) COMMITMENT TO EXCELLENCE:

- a) Grand Circle strives to provide an excellent travel experience for our passengers, measured by our Tour Member reports and passenger letters. Should the Vendor not meet a minimum of 80% Excellence, as measured by these reports or should Grand Circle determine it its reasonable discretion that the Vendor and its services have failed to meet Grand Circle's minimum quality standards, Grand Circle will advise quality of these issues in writing to the Vendor and will require a response within 48 hours of notification as to the actions that the Vendor will take to rectify the situation. Should the Vendor continue to not meet the minimum standard of Excellence after such notice or should Grand Circle reasonably determine after such notice that the Vendor has continued to fail to meet Grand Circle's minimum quality standards, Grand Circle reserves the right to terminate this Agreement, without further notice or penalties. Grand Circle may also terminate this Agreement without penalties in the event of a material breach of this Agreement by the Vendor.
- b) In the event that this Agreement is terminated, pursuant to Section 6(a), the parties shall immediately thereafter reconcile all amounts due each other taking into account deposits or advance payments (if any) made by Grand Circle to the Vendor in respect of services not provided as of the date of the notice of cancellation. No cancellation penalties shall apply in connection with a termination pursuant to this Section 6, even if such termination is within 30 days of a scheduled service commencement date.

7) EXTRAORDINARY CIRCUMSTANCES / INTERRUPTIONS / CANCELLATION

- a) Upon the occurrence of any event, or series of events beyond Grand Circle's control, whether such event or events, individually or collectively, are considered *force majeure* or not, adversely affecting the United States or international travel market, including without limitation (i) acts of war or terrorism (both within the United States and / or elsewhere in the World); (ii)) travel embargoes or advisories imposed by the United States or other jurisdictions impacting or potentially impacting travelers or planned travelers on tours of Grand Circle; (iii) civil or political unrest, strikes (whether lawful or unlawful), natural catastrophes, epidemics or any other form of significant disturbance in the country or countries to which a tour of Grand Circle is scheduled to visit, an adjacent region, or the United States;

THEN

- b) Upon the determination by Grand Circle in its sole discretion that the event or events have a material adverse effect upon the business of Grand Circle or its affiliate or a scheduled tour of Grand Circle or its affiliate, and upon notice delivered to the Vendor within a reasonable time after such determination; Grand Circle may at its sole discretion either (i) cancel any scheduled service dates or (ii) cancel this Agreement with immediate effect. Vendor acknowledges and agrees that if Grand Circle cancels an arrival or the Agreement pursuant to this Section 7, no cancellation penalties shall be due in respect of any scheduled arrival even if such scheduled arrival is within 30 days of the date of such cancellation. Upon cancellation of this Agreement pursuant to this Section 7, the parties shall immediately thereafter reconcile all amounts as may be due to, or from, either party to the other in respect of services previously provided (or becoming due in the respect of the completion of a program in progress at the time of notice of termination) and settlement shall be made. In addition, if either a specified arrival or the Agreement is terminated pursuant to this Section 7, Vendor shall immediately repay Grand Circle any deposit or advance payment (if any) made by Grand Circle to the Vendor in respect of services not provided as of the date of the notice of cancellation and terminated pursuant hereto.



8) PAYMENTS

- a) The Vendor will invoice Grand Circle either via facsimile, scanned invoice sent via e-mail or via postal Service upon completion of services rendered or trip completion. The invoice will be based on the actual services rendered, indicating the program code, date of service and number of passengers. The invoice should be sent to the attention of:

Name: Eastern Europe Accounting (eeacc@oattravel.com)
Billing address: Grand Circle LLC
347 Congress Street
Boston, MA 02210
USA

Mailing address: Grand Circle Dubrovnik
Dr. Vladka Maceka 23
20 000 Dubrovnik
Croatia

- b) Grand Circle or its affiliate will make payment for actual services rendered by the Vendor directly within **30 days** of receipt of the invoice. Payments will be made by (check one):

☐ Check
☒ Wire

- c) The Vendor and Grand Circle will reconcile any outstanding balance and any remaining funds owed to either party will be paid by check within **15 days** of the last service provided. In addition, any unused balance owed to Grand Circle will be payable to Grand Circle by check within 15 days of the last service provided.

9) ACCOUNTS PAYABLE INFORMATION (please fill out the information below completely in order to avoid delayed payment)

Beneficiary Name: AS PER ACCOUNTS PAYABLE INFO
Beneficiary Bank: _____
Beneficiary Bank Address: _____
Beneficiary Bank Country: _____
Beneficiary Bank Account: _____
Beneficiary Bank Swift: _____

Further credit to (bank name): same as above

10) OPTIONS

The Vendor hereby grants Grand Circle the option to operate the same programs with the Vendor from 2017 to 2021 at a maximum rate increase of three (3%) percent per year. Such options are granted on the basis of all of the terms and conditions contained in this Agreement remaining unchanged (other than price and inventory, which may be increased as set forth in Section 10).

11) NOTICES AND COMMUNICATIONS

- a) Notices and communications will be addressed to Grand Circle as follows:

Finance Contact:

Operations Contact:

Name:	_____	Name:	<u>Katerina Podrouzkova</u>
Title:	<u>Accounts Payable Controller</u>	Title:	<u>Program Support & Land Operations</u>
Tel:	<u>00385 20 341 -709</u>	Tel:	<u>00420 774 418 244</u>
	Country & City Code, Number:		Country & City Code, Number:
Email:	<u>eeacc@oattravel.com</u>	Email:	<u>kpodrouzkova@oattravel.com</u>

- b) Notices and communications will be addressed to the Vendor as follows:

Initialed: _____



Vendor Contact: Inq. Jana Burianová
Address:

Telephone: 00420 318 626 307

E-mail: burianova-j@muzeum-pribram.cz

12) MISCELLANEOUS

- a) By providing services to Grand Circle passengers, Vendor agrees to submit to personal jurisdiction in the State of Massachusetts, U.S.A. Vendor waives any and all objections it may have to personal jurisdiction or venue in Massachusetts. Any and all claims arising out of or relating to this Agreement, shall be litigated before a state or federal court of competent jurisdiction located in the State of Massachusetts, U.S.A., to the exclusion of the courts of any other country or state.
- b) This Agreement is the entire understanding between the parties and replaces any prior agreements (whether in writing or oral). Any changes made to this Agreement must be in writing and signed by both parties. This Agreement shall be governed by the substantive law of the Commonwealth of Massachusetts without regard to conflict of law principles that would cause the application of the law of another jurisdiction.
- c) If the Vendor is sold, placed under different management or rebranded, this Agreement will remain valid in these circumstances and all its terms shall survive.

This Agreement is as accepted and effective as of the date set forth above:

GRAND CIRCLE

Grand Circle LLC

By 

Katerina Podrouzkova
Print Name

PS & Land Operations
Print Title

DATE: 8/5/2019

VENDOR

Vendor Name: Hornické Muzeum Příbram

By 

PaedDr. Josef Velfl
Print Name

Director
Print Title

DATE: 8.8. 2019

Initialed: _____