

Hunting and Travel Program Agency Agreement
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Entered into on _____, _____ between _____

Company: _____, as a Finnish hunting company
Owner: _____, or the legal person represented by him in the future
Address: _____
Phone: _____
E-Mail: _____
Website: _____
hereinafter the “**Seller**”;

and

Company: _____ as a hunting tourism agency
Owner: _____, or the legal person represented by him in the future
Address: _____
Phone: _____
E-Mail: _____
Website: _____

hereinafter the “**Agent**”, for agency activity regarding hunting and touring trips in Finland. The person introduced by the Agent is hereinafter referred to as the “**Buyer**”.

The two parties hereto agree that in cooperation they will organize the hunting and touring trips of European countries citizens in the territory of Finland. For this purpose they agree on the following terms and conditions regarding their obligations and responsibilities:

1. Seller’s obligations

- Seller represents that as of the date of signing this Agreement the Seller will organize and receive Germany citizens for the above purpose exclusively through the Agent (as a hunting office). In the interest of this cause the Seller shall terminate all of its contractual or other informal relationships with other Germany hunting or travel agencies.
- Seller acknowledges that the Agent may organize travellers from other European countries for the mutually agreed purpose. In the territories of these countries the Agent does not have exclusive rights.
- To facilitate proper organization the Seller shall provide the Agent with the following information, brochures and data: the detailed description of the offered programs (specifying all important details) in English / German including the prices in Euro, the refund obligation in Euro in case of unsuccessful hunt, up-to-date information regarding price changes, good quality digital photographs, maps. Based on such information Agent shall prepare English and German language brochures of appropriate quality which shall be reviewed and approved by Seller in each year.
- Seller shall hand over to Agent the English/German language sample of the general hunting agreement (between Buyer and Seller/Agent, in compliance with the payment terms stipulated herein), based on which the Agent shall enter into an agreement on behalf of Seller with the Buyer.
- In accordance with the given program description and agreement the Seller shall provide during the trips of the Buyers complete, unobjectionable quality and maximally attentive services to the Buyers introduced by the Agent. Seller shall ensure that the Buyers are satisfied with the trip. For that reason the Seller shall take care of the travellers with full responsibility from the moment they leave the plane until they board it again.
- Seller, at its own costs, shall annually travel to Germany and participate in one hunting exhibition at the booth of Agent and will occasionally participate in the presentations for Buyers organized by the Agent. Seller’s costs of accommodation and meals for the participation in this hunting exhibition shall be covered by Agent.

2. Agent’s obligations

- The Agent shall procure the given hunting and touring programs to Buyers exclusively through the Seller.
- In order to ensure successful business:
 - Based on information received from the Seller the Agent shall publish high quality material regarding the hunting programs in Finland on its own webpage and shall maintain it during the effective term of this Agreement.

- Agent shall perform continuous organizing activity in Germany and in other European countries to provide information on and promote the hunting and travel opportunities in Finland. In the course there of the Agent shall prepare information brochures, publish advertisements in newspapers 4 times a year, distribute attention-attracting leaflets and promote the Finnish hunting and touring programs of the Seller at Agent's own or co-owned booth at travel exhibitions.
- Agent shall organize hunting and travelling forums or, if invited, shall participate in meetings organized by others, where Agent shall promote the offers of Seller.

3. Entering into agreement with the Buyer

- In case of Buyer's concrete intention to enter into an agreement the Agent shall inform Seller of the conditions of the potential agreement, which shall be confirmed or refused by Seller via e-mail. In case of confirmation the Agent can enter into the agreement on behalf of Seller and shall send a copy thereof to Seller. By this act the agreement between Buyer and Seller becomes valid.
- The agreement shall be prepared in two languages (English and Germany) and its wording shall be determined by Seller and Agent.

4. Payment terms

- The travelling charge paid by Buyer consists of two items: package price (what includes the package price given by Seller, as a *list-price* and the organisation cost of Agent, as an *extra charge*) + *shooting- and other fees*.
- Buyer shall pay the price of the trip in two instalments in 50-50% proportion. Buyer shall pay 50% upon entering into the agreement and 30 days before the hunting to Agent. Buyer shall pay such amounts pursuant to the invoice issued on behalf of Seller. The Agent shall be transferred the *list-price* of the hunting, as a *deposit* to Seller's bank account within 3 days. Seller shall send a confirmation of the receipt of the deposit to Agent via e-mail.
- Buyer pays the *shooting- and other fees* directly to Seller in Finland, and of this amount Agent don't receive any commission fee.
- In case of cancellation by Buyer the following shall govern. If Buyer cancels the trip following the conclusion of the agreement the deposit shall not be refunded but Buyer shall have the opportunity to postpone its departure to another date prior to the end of the hunting season if Buyer requests this in writing no later than minimum 30 days prior to departure. If cancellation takes place within 30 days prior to departure the Buyer shall find a replacement for itself, otherwise it will lose the entire deposit.
- If, for any reason, Buyer must interrupt its stay before the planned end of the paid duration of the trip Buyer shall not be entitled to be refunded for the money paid.
- Costs incurred by Buyer during the trip and not paid for in advance shall be paid by Buyer in Finland to Seller in cash.
- In case of unsuccessful program (e.g. if the hunt is unsuccessful) the refund – in case the program consists that - shall be paid to Buyer by Seller in cash in Finland.

5. Agent's commission fee

- Agent don't receive commission fee of the prices of Seller, his rent is the *extra charge* on the *list-price*.

6. Duration of the Agreement

- The Agreement is concluded for a definite period of time starting on _____ and ending on _____
- The parties hereto agree that the validity and effectiveness of this Agreement shall be automatically extended for an indefinite period upon the expiry of the definite period except if Seller or Agent precludes such extension by giving a written statement to that end. The parties hereto shall inform the other party of their intention to extend the Agreement no later than 30 days prior to the expiry of the definite period.

7. Seller undertakes not to solicit the guests introduced by the Agent in the future with the intention of concluding business deals with them and if any guest approaches Seller with such intention the Seller will direct such guest to the Agent. If Agent finds out that Seller's conduct was contrary to the one described above, Seller will terminate the cooperation Agreement with immediate effect.

Seller in compliance with fair business conduct undertakes to not give to Buyer the own list-prices, Seller informs Buyer about the prices given by Agent.

8. This Agreement was prepared in Germany and English language in 2 – 2 counterparts. In case of legal dispute the parties hereto shall regard the Germany/English language version as governing.

9. The parties hereto intend to resolve potential disputes by settlement but if this is not successful the parties agree on the exclusive jurisdiction.

10. After reading and interpreting this Agreement the parties hereto have signed it as one fully reflecting with their contractual will.

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Seller

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Agent