COMMERCIAL AGREEMENT

**BETWEEN:** GARGANOPIÙ T.O. (Albida Ltd) -  6, Petto Street, 71019, VIESTE (FG) Italy

**AND:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONCERNING:** the sale of products shown on catalogues and on GARGANOPIÙ Tour Operator’s website. The sale is carried out by travel agencies and also by the franchised ones. The list of the agencies is attached to this contract.

**1.DURATION OF THE AGREEMENT: from 01/01/2017 to 12/31/2017**

The contract is valid only for the above-mentioned duration and it is renewable for the following years by a new written agreement between the parties.

**2.WORKING RELATIONSHIP**

The Management Agency \_\_\_\_\_\_\_\_ recognises GARGANOPIÙ T.O. as agreed upon Tour Operator. The Agency will inform its potential branches of this agreement, according to its commercial features.

**3.COMMISSIONS**

GARGANOPIÙ T.O. recognises to the Agency a commission of 13% (starting from the second reservation that will be done during the ongoing calendar year) on all the facilities published on the catalogues “My sea 2017” and on those on [www.garganopiu.it](http://www.garganopiu.it) . The commission is calculated on the face value of the prices published on “My sea 2017”, except for the entry fees destined for GARGANOPIÙ T.O.

The pre-founded groups will be quoted net.

**4.TERMS OF PAYMENT**

The Agency undertakes to pay all the monthly departures 15 days before the departure date, according to a summary bank statement. GARGANOPIÙ T.O. will send it by fax/email, within the 30th day of the reference month.

If the Agency’s branches (all or some of them) are expected to pay directly, they shall send the receipt of the final payment at least 15 days before the client’s departure.

The payments shall be carried out via bank transfer held by GARGANOPIÙ T.O. (Albida Ltd) - banks details at the end.

**5.SALE PROMOTION PLAN**

GARGANOPIÙ T.O. and the Agency establish the following promotion plan to be applied to the total turnover of the group: -01% of the over commissions on turnovers exceeding €30.000,00 carried out during the calendar year. They are retroactive, and they will not be calculated on the groups’ turnover that will not affect the total turnover.

GARGANOPIÙ T.O. will inform the Agency, upon its request, about the potential achievement of the over commissions, the reached level and the amount. GARGANOPIÙ T.O. undertakes to pay the over commissions when it receives the invoice and the Agency is authorized to keep the amounts of the over commissions when the payment is still in progress.

GROUP A – Topini Helena, Tosolini Alice, Turrini Elisabetta, Vanzanelli Carmen