

Booking Agent Agreement – Flushing Hills Hunting Club

THE FOLLOWING DESCRIBES THE TERMS ON WHICH FLUSHING HILLS HUNTING CLUB OFFERS YOU THIS BOOKING AGENT AGREEMENT.

This Agreement describes the terms and conditions applicable to your use of our services available under the domain and sub-domains of www.flushinghillshuntingclub.com and the general principles for the websites of our subsidiaries and international affiliates, as well as all other services at the FLUSHING HILLS HUNTING CLUB, in Mott, North Dakota. If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access our services or sign this Booking Agent Agreement.

You must read, agree with and accept all of the terms and conditions contained in this Booking Agent Agreement, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a Booking Agent for FLUSHING HILLS HUNTING CLUB. We strongly recommend that, after you read this Booking Agent Agreement, you also access and read other pertinent pages of the FLUSHING HILLS HUNTING CLUB web site, particularly those pages and presentation that pertain to the section on the front page of the web site that is entitled: MAKE HUNTING & FISHING YOUR BUSINESS, as they may contain further information that apply to you as a Booking Agent for FLUSHING HILLS HUNTING CLUB.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall automatically be effective 30 days after they are initially posted on our site. This Agreement is effective on April 23, 2009 for ***NEW*** registering Club and Corporate Club Members that join after April 23, 2009 and ***does not pertain to Club and Corporate Club Members that joined FLUSHING HILLS HUNTING CLUB prior to April 23, 2009.***

1.0 FLUSHING HILLS HUNTING CLUB

FLUSHING HILLS HUNTING CLUB is legitimate pheasant hunting venue with facilities in North Dakota. FLUSHING HILLS HUNTING CLUB is also a master Booking Agent, for venues in Africa, Costa Rica, Alaska, and other areas throughout the world. FLUSHING HILLS HUNTING CLUB principal owner – Kimball Parker also works in cooperation with YTB OUTDOORS as a Booking Agent and all those that become Booking Agents with FLUSHING HILLS HUNTING CLUB will have the option of Booking Outdoor Adventure as a SUB-AGENT through the YTB OUTDOORS web site.

1.1 Fraud.

Without limiting any other remedies, FLUSHING HILLS HUNTING CLUB may, but is not obligated to, suspend or terminate Booking Agent Agreement if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity, misrepresentation, or falsehoods in connection with FLUSHING HILLS HUNTING CLUB or YTB OUTDOORS.

2.0 Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL FLUSHING HILLS HUNTING CLUB BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS PROVIDED TO FLUSHING HILLS HUNTING CLUB BOOKING AGENTS, EVEN IF FLUSHING HILLS HUNTING CLUB OR A FLUSHING HILLS HUNTING CLUB AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

3.0 Indemnity.

You agree to indemnify and hold FLUSHING HILLS HUNTING CLUB and (as applicable) , subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

4.0 Legal Compliance.

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service.

5.0 No Agency.

You and FLUSHING HILLS HUNTING CLUB are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

6.0 Notices.

Except as explicitly stated otherwise, any notices shall be given by postal mail to FLUSHING HILLS HUNTING CLUB, Attn: Mr. Parker, P.O. Box 172, Mott, North Dakota, 58646.

7.0 Arbitration.

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by FLUSHING HILLS HUNTING CLUB to collect our fees and/or recover damages for, or obtain an injunction relating to, FLUSHING HILLS HUNTING CLUB, intellectual property, and our services, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Salt Lake City, Utah, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or FLUSHING HILLS HUNTING CLUB may seek any interim or preliminary relief from a court of competent jurisdiction in Salt Lake City, Utah necessary to protect the rights or property of you or FLUSHING HILLS HUNTING CLUB pending the completion of arbitration. Should either party file an action contrary to this provision, the other party

8.0 General Rules of Conduct

You are solely responsible for the content or information you publish, display or otherwise communicate in any manner, to clients or potential clients, that is not expressly contained on the FLUSHING HILLS HUNTING CLUB website.

You are free to communicate and advertise your services as a Booking Agent with FLUSHING HILLS HUNTING CLUB in any way that you desire.

You may not post on any web site, or transmit to other FLUSHING HILLS HUNTING CLUB Booking Agents or clients, or otherwise communicate - any defamatory, inaccurate, abusive, obscene, profane, offensive, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). Furthermore you will not take actions to promote the physical harm or harassment of another person, engage in or promote spamming, provide information that you know is illegal, false or misleading, or designed to exploit those under 18 or otherwise provide instructional information about illegal activities such as making or buying illegal weapons, violating someone else's right to privacy or providing or creating computer viruses.

You will use all advertising and solicitation in a manner consistent with any and all applicable local, state, national and international laws and regulations, including, but not limited to, United States export control laws. You are not located in, under the control of, or a national or resident of any country which the United States has (i) embargoed goods, (ii) identified as a "Specially Designated National", or (iii) placed on the Commerce Department's Table of Deny Orders.

You will not provide inaccurate, misleading or false information to FLUSHING HILLS HUNTING CLUB or to any other Booking Agents. If information provided FLUSHING HILLS HUNTING CLUB becomes inaccurate, misleading or false, you will promptly notify FLUSHING HILLS HUNTING CLUB of such change.

You will not engage in advertising to, or solicitation of, other Booking Agents or clients, or prospective clients, to buy or sell any products or services other than those provided through FLUSHING HILLS HUNTING CLUB, and YTB OUTDOORS. You will not transmit any chain letters or junk E-mail to other Booking Agents, clients or potential clients.

You will not post, copy, modify, transmit, show in public or private, create any derivative works from, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

8.1 Falsifying Bookings.

FLUSHING HILLS HUNTING CLUB has the explicit right to temporarily suspend or permanently de-activate the Booking Agent Agreement with anyone who falsifies bookings and/or client information. Falsifying bookings with an attempt to deceive FLUSHING HILLS HUNTING CLUB by artificially manipulating booking totals is not permitted.

8.2 Booking Transaction Interference.

FLUSHING HILLS HUNTING CLUB Booking Agents may not contact a FLUSHING HILLS HUNTING CLUB client or potential client, with an offer or suggestion to book an outdoor adventure outside the offerings of FLUSHING HILLS HUNTING CLUB, and/or YTB OUTDOORS unless written authorization from FLUSHING HILLS HUNTING CLUB.

9.0 Commissions.

FLUSHING HILLS HUNTING CLUB Booking Agents earn commissions when their clients pay for outdoor adventures "in full". No commissions will be paid on outdoor adventure "deposit" or partial payments. Commissions are on a sliding scale and vary with each venue. Commission rates range from 1% to 10%. Refer to the COMMISSION SCALE RATE SHEET on the FLUSHING HILLS HUNTING CLUB web site section for Booking Agents - for more details. Commission rates change periodically and the prevailing commission rate when the adventure is paid-in-full will determine commission payout. Payment to FLUSHING HILLS HUNTING CLUB Booking Agents will be mailed no less than thirty (30) days after receipt of payment-in-full from clients, for FLUSHING HILLS HUNTING CLUB venues. Payment for adventures booked through YTB OUTDOORS will be mailed sixty (60) days following payment-in-full.

9.1 Client Collections by Booking Agents.

FLUSHING HILLS HUNTING CLUB Booking Agents are not responsible to collect payments from clients for adventures booked. Collection of monies is the sole responsibility of FLUSHING HILLS HUNTING CLUB and/or YTB OUTDOORS.

9.1 Booking Commissions and Tax With holdings.

All Booking Agents with FLUSHING HILLS HUNTING CLUB are considered sub-contractors. FLUSHING HILLS HUNTING CLUB will not collect any withholding taxes and all taxation is the sole responsibility of the Booking Agent.

10.0 Disclosures.

The services hereunder are offered by FLUSHING HILLS HUNTING CLUB, 680 West 1090 South, Heber, Utah, 84032. You may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

The following signatures constitute a binding agreement between FLUSHING HILLS HUNTING CLUB and the Booking Agent.

 X
FLUSHING HILLS HUNTING CLUB
KIMBALL PARKER

DATE

 X
Signature of Booking Agent

DATE

Name of Booking Agent – Please Print