

Pleasant Holidays

Online License and Linking Agreement

This License and Linking Agreement (“Agreement”) is made as of _____ between Pleasant Holidays, LLC, a Delaware limited liability company (“Licensor”), and _____ (“Licensee” and/ or “you” and/or “your”), whereby Licensor grants Licensee a Non-Exclusive temporary license to utilize certain names, likeness, trademarks ad/or copyrights (the “Licensed Property”) in connection with Licensee’s web site(s) subject to the following terms and conditions:

- Licensor will make available button and/or text links to Licensor’s online booking engine, containing Licensor’s logo and text, which you may display and utilize on your web site(s).
- Your company and/or agency identity must be **clearly** visible on your home page(s), throughout your web site(s), and within any links, including third-party advertising links, used to encourage visits to your web site(s). Neither your web site(s) nor any of the domain names you own (or use) may be used to bypass your web site and automatically redirect online users to Licensor’s booking engine.
- Your company and/or agency may not use your web site(s) or any online or off line advertising to make any use of any of the Licensor’s Licensed Property or any of Licensor’s products without obtaining the prior written consent of an officer of Licensor.
- If your company and/or agency registers or currently uses any domain names using any generic or international top-level domain containing “**Pleasant**” or “**Pleasant Holidays**”, any misspelling of “**Pleasant Holidays**” or “**Pleasant Holidays**” broken up in any way using hyphens, dots, spaces, or other special characters, or any variation of the foregoing Licensor reserves the right to, terminate the link and pursue all available legal remedies.
- Any re-use on your web site(s) of copyrighted images, logos and marketing text appearing on Licensor’s proprietary web sites must include notices in the following form:

“Pleasant Holidays” & logo is a registered trademark of Pleasant Holidays, LLC. Permission granted only for use on this web site.”

For marketing text: Copyright © year (e.g., 2004) Pleasant Holidays, LLC. All Rights Reserved.

- Licensor reserves the right to review your web site(s) after the link to Licensor’s booking engine has been established, to assure that the look, feel and functionality of Licensor’s booking engine is not altered. If you are found not to be in compliance with the terms of this Agreement you will be notified and given guidelines for necessary changes, and expected to promptly bring the site into compliance.
- If changes to the site are not made within reasonable amount of time as requested by Licensor, Licensor reserves the right to terminate this Agreement, any links as well as to pursue all available legal remedies.

- Licensee shall maintain the highest standard respecting the nature and quality of Licensee's web page(s).

Online Reservations. Licensor will process online travel requests placed by customers who follow the link(s) from your web site(s) to Licensor's online booking engine. This includes air, car, hotel, transfers and other options, payment processing, delivery of travel documents and tickets, cancellations, changes, refunds and related customer service. Licensor may elect to track the volume and amount of sales generated by your web site(s) and provide reports, summarizing this sales activity, by e-mail.

Term. This Agreement shall continue in full force and effect unless and until terminated by Licensor upon thirty (30) days' prior written notice.

Compliance. Licensee hereby agrees to comply with the terms herein and any rules and regulations concerning the style, design, display and use of the Licensed Property as Licensor may have in effect from time to time governing the use of the Licensed Property.

Licensor's Ownership. Licensee acknowledges the existence, validity, enforceability and Licensor's ownership of the Licensed Property, and any goodwill relating thereto, and all trademark and other rights therein and related thereto, and that Licensor has the exclusive rights in the Licensed Property set forth hereinbefore, and any trademark and other rights therein and related thereto. Licensee shall not contest or oppose in any fashion the existence, validity, enforceability or Licensor's ownership of the Licensed Property, any portion thereof, or any trademark and other rights therein or related thereto. Licensee further acknowledges that any unauthorized use, including modification, alteration, combination, or placement of the Licensed Property or any trademark rights therein or related thereto by Licensee or its agents or representatives will result in irreparable harm to Licensor, and that Licensor shall be entitled to injunctive relief from any such unauthorized use by Licensee or its agents or representatives. Licensee shall promptly notify Licensor of any use by a third party of the Licensed Property, which Licensee reasonably believes may infringe upon the rights of Licensor.

Non-Transferability of License, Binding Effect. Licensee shall not have the right to transfer, including but not limited to licensing or sub-licensing, this Agreement or any right granted by this Agreement. This Agreement shall be binding upon the parties hereto, their personal representatives, successors, assigns or heirs; however, this Agreement shall not be assigned or transferred by Licensee without the express written consent of Licensor. Licensor has the right to assign this Agreement without the consent of Licensee.

Quality Control. Licensee shall maintain the highest standards respecting the use of the Licensed Property. Licensee agrees to submit to Licensor from time to time and permit Licensor to inspect specimens containing the Licensed Property at least once per year at no cost to Licensor.

Policing of Mark. Licensee agrees to inform Licensor of the use of any marks similar to the Licensed Property and any potential infringements of the Licensed Property, which come to Licensee's attention.

Licensee's Indemnity. Licensee shall indemnify, defend and hold harmless Licensor from any and all loss, claim, suit or liability arising out of or otherwise connected with Licensee's web site. This indemnity by Licensee shall include payment of Licensor's reasonable attorneys' fees, costs and expenses. This indemnity shall survive termination of this Agreement.

Relationship of the Parties. The Agreement does not constitute and shall not be construed as creating or constituting a partnership or joint venture among the parties herein or as making either party an agent or representative of the other.

Confidentiality of Agreement. Licensee expressly agrees that the terms of this Agreement shall remain confidential and will not be disclosed to the general public or any third person, except by mutual written consent or as required by law.

Forum and Choice of Laws. By execution of this Agreement, the parties expressly submit to the jurisdiction of the United States District Court, Central District of California, Santa Ana for resolution of any claim arising out of this Agreement or based on any use by Licensee of the Licensed Property. However, if the Federal District Court Judge determines that the Federal Court does not have jurisdiction, then the parties expressly submit to the jurisdiction of the California Superior Court for the County of Orange, State of California. This Agreement is governed by and construed, to the extent applicable, in accordance with the laws of the United States of America, and otherwise in accordance with the laws of the State of California.

Severability. If for any reason any of the provisions, or portions thereof, of this Agreement are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision, or portion thereof, shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and the remaining portions of this Agreement shall not be affected and shall be valid and enforceable.

Retroactivity. The terms of this Agreement shall be retroactive in application to the commencement of performance by either party.

Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes any and all previous oral or written representations, communications or agreements relating to the subject matter hereof.

Modifications

Licensor reserves the right to modify the terms and conditions of this Agreement at any time. Notice of modifications to this Agreement will be provided by e-mail. Licensee shall have five (5) business days to object to any proposed modification. If the proposed modification is objected to, Licensor shall have the right to terminate the link(s) and this Agreement.

Licensee:

By: _____

Name: _____

Title: _____

Date: _____

Name of Link Holder's Site(s): _____

Licensor:

Pleasant Holidays, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____