



TOUR OPERATOR (ACTIVE) MEMBERSHIP APPLICATION

ACTIVE MEMBERSHIP is available to group travel planners, tour operators, travel agencies, and wholly-owned subsidiaries of SYTA Active member companies.

LEGAL COMPANY NAME			
TRADE OR DBA COMPANY NAME <i>(As you would like it to appear in all SYTA listings)</i>			
PHYSICAL MAILING ADDRESS <i>(Will be printed in publications and published online)</i>			
Street Address			
City		State	Zip
Telephone	Extension	Fax	
General 800 #	Website	Email	
Facebook Page Title		Twitter Handle @	
COMPANY DESCRIPTION <i>Please provide a 25-50 word company description to be used in the SYTA membership directory and online resource</i>			
REFERRAL <i>I was referred by:</i>			

FOR ANY QUESTIONS, please contact SYTA Membership at **703-610-1263** or **membership@syta.org**



ACTIVE MEMBERSHIP REQUIREMENTS *Please confirm that your company fulfills these requirements by checking the box. Students are defined as less than 26 years of age.*

Please select the one (1) applicable to your business:

- Your company provides travel for a minimum of 3,000 students/youths per year and earns annual gross revenue of at least \$1 million USD from student/youth tours in the previous fiscal year and has been in business for a minimum of three years.
- Your company provides travel for a minimum of 1,000 students/youths per year and earns annual gross revenue of at least \$500,000 USD from student/youth tours in the previous fiscal year and has been in business for a minimum of six years.

Please check all that apply:

- Your company's principals have never have been convicted (or otherwise found guilty or pleaded no contest) of any offense involving fraud, deception, breach of trust, child abuse, or any felony.
- None of your company's principals have declared bankruptcy in the past five years.
- Your company is a single-business entity. Consortia, associations, or franchisers are not eligible; however, their individual entities may qualify.
- Your company has an established mailing address. May include P.O. Box.
- Your company complies with all laws, regulations, and licensing requirements applicable to the operation of your business.

REQUIRED BUSINESS DOCUMENTATION *Please provide a copy of each with your application.*

- Your company maintains Errors and Omissions (Professional Liability) insurance of no less than US \$1 million per occurrence.
- Your company maintains General Liability insurance of no less than US \$1 million per occurrence.
- You must submit a copy of the certificate of incorporation/other document establishing legal name.

- Your company has a Consumer Protection Plan in place that **equals or exceeds any one of the following standards** (*sample documents attached*):

Please check the one you will be submitting:

- Company places all customer payments in an escrow account until paid as tour expenses or earned as income by the company. Proof of separate escrow account (bank statement) is required to meet this requirement.
- Company purchases a bond equal to \$200,000 USD with SYTA listed as the beneficiary.
- Company will provide an irrevocable letter of credit from your bank, bank-issued certificate of deposit or an indemnity bond with SYTA listed as the beneficiary in amount equal to at least \$200,000 USD. Such a bond will be structured to continue 90 days after the end of the company's membership year.
- The majority owner or one or more minority owners (ownership interests must total more than 50%), of the company will sign a notarized full personal guaranty(s) with SYTA listed as the beneficiary in the amount equal to \$200,000 USD to repay customer payments upon default, insolvency or bankruptcy.
- Company has obtained an unqualified audit from an independent CPA/Chartered Accountant within the last 12 months. That audit (along with previous unqualified audits as needed) must indicate that the company was profitable for at least two of the last four years and that the company has a positive net worth as of the most recent audited year-end.
- If you are a member of USTOA, TICO, or other organization with a SYTA approved consumer protection plan, you may submit your membership documentation with your application.

- You must submit the name of (1) business reference from the tourism industry.





Reference Name: _____ Company: _____ Phone: _____

CHANGE OF OWNERSHIP *If your company has changed ownership within the last year, please review the following:*

Check if applicable:

- If a current member company changes ownership **less than 50%**, the new owner must apply for a transfer of membership.
- If a current member company changes ownership **more than 50%**, a new membership application is required.
- If a current SYTA member's ownership changes **more than 50%**, the new owner(s) must have three years' experience in the student travel industry or the senior management team must include at least one person with three years of student travel industry experience and must be listed as the designated representative for the company. Consumer Protection Plan documents must be resubmitted with the new owners signature.
- For non-SYTA member companies: If ownership in a student tour operator company changes more than 50% and the company then wants to become a SYTA member, in addition to meeting the membership requirements, the new owner(s) must have three years' experience in the student travel industry or the senior management team must include at least one person with three years of student travel industry experience and must be listed as the designated representative for the company.

PLEASE INITIAL ALL BELOW:

-  I understand that SYTA reserves the right at any time to ask for documentation to support any statements made in the membership application and the renewal application. Failure to supply any such documentation in a timely manner may lead to the rejection of an application or any other appropriate action by the SYTA Board of Directors.
-  I have read and agree to comply with the SYTA Code of Ethics.
-  I agree to maintain good financial standing with SYTA.
-  I will submit a copy of the certificate of incorporation/other document establishing legal name.

SYTA's Code of Ethics: Honesty and Integrity: SYTA members shall conduct business in a manner reflecting honesty, honor and integrity. **Truth in Advertising:** SYTA members shall be accurate and truthful in representing products and services in all offerings, advertisements, and promotions. **Disclosure:** SYTA members shall disclose in writing to the contracted party all terms, conditions, inclusions and policies of the agreed-to services. **Commitment to Satisfaction:** SYTA members shall strive to resolve all disputes and concerns between its company and its clients. **Professional Conduct:** SYTA members shall conduct their business activities in a professional manner with the general public. **Diversity:** SYTA members recognize the importance of diversity and will strive to incorporate, promote, and embrace each person's value and contribution through education, recruitment and sensitivity. **Compliance with Law:** SYTA members shall conduct their business in compliance with all applicable state/province and country laws and regulations. **Pledge of Loyalty:** SYTA members shall pledge loyalty to the Association and agree to pursue and support its objectives.

Discrimination Policy: SYTA shall not discriminate against any person on the basis of race, color, ethnic ancestry, national origin, religion, creed, age, gender, sexual orientation, marital status, medical condition or physical disability. In addition, SYTA is committed to conducting all SYTA business consistent with this policy on non-discrimination.

Membership Pledge: By my signature on this application, I certify that all statements made herein are true and accurate and I agree to abide by the SYTA Code of Ethics and made every attempt to meet the requirements of the membership criteria. I certify that my company has an established mailing address. **I understand that I have 60 days from the date my application is received at the SYTA office to complete the application process, and that my company is not entitled to a refund of membership dues if the membership application process is not completed for any reason.** Once my application packet is complete, it will be forwarded to the Board of Directors for review and action. I also certify that I have the authorization to sign on behalf of this organization. Note: The membership runs from one full year from date of application.

Signature

Date

PLEASE INCLUDE ALL CONTACTS WHO SHOULD RECEIVE BENEFITS.

LIST OF COMPANY CONTACTS *(As you would like it to appear in all SYTA listings)*

Primary Contact: *listed in the directory and serve as the "Designated Representative" for your company*

Billing Contact: *person who should receive billing information or invoice(s)*

Directory Contact: *person who will be listed in the Membership Directory and Online Resource Guide*

Primary Contact	Title
Email	Phone
Billing Contact	Title
Email	Phone
Directory Contact	Title
Email	Phone

ADDITIONAL CONTACTS *Add the following staff to receive SYTA membership benefits*

Contact Name	Title
Email	Phone
Contact Name	Title
Email	Phone
Contact Name	Title
Email	Phone

MEMBERSHIP DUES

Active Membership + Annual Conference

One-Time Initiation Fee (upon joining):	US \$250.00 (waived with conference bundle)
Annual Membership Dues:	US \$695.00
2018 Annual Conference Registration (1 appointment taker):	US \$305.00

Total: US \$1,000.00

Active Membership (No Conference)

One-Time Initiation Fee (upon joining):	US \$250.00
Annual Membership Dues:	US \$695.00
Optional Donation to the SYTA Youth Foundation:	US \$50.00

Total: US \$995.00

Active Subsidiary Member Dues

Annual Membership Dues:	US \$445.00
Optional Donation to the SYTA Youth Foundation:	US \$50.00

Total: US \$495.00

Checks can be made payable to **SYTA**, or if paying by credit card, please complete the following information. A receipt will be emailed you when your credit card is charged. A welcome email and packet will be sent to you upon completion of your membership application.

Please forward this entire application with all required documentation and payment to:

SYTA
Attn: Membership
8400 Westpark Dr., 2nd Floor
McLean, VA 22102-5116

PAYMENT INFORMATION

Name as it appears on your card

Credit Card Number

Expiration Date

V-Code (last 3 digits printed in back of card)

Billing Address for Card

City

State

Zipcode

I authorize SYTA to charge my credit card the amount of: \$

Signature

Date

FOR ANY QUESTIONS, please contact SYTA Membership at **703-610-1263** or **membership@syta.org**

SAMPLE BOND FOR CONSUMER PROTECTION PLAN

The effective date is one year and sixty days from the date the company joins SYTA.

Date

Company Name (company applying for membership)

Address

Issuing Institution:

Bond Company

Address and Phone

Beneficiary of Bond

Student & Youth Travel Association

8400 Westpark Drive

2nd Floor

McLean, Virginia 22102

703.610.1263

The (company listed above) is purchasing a bond for \$200,000 to be issued to the Student & Youth Travel Association for the period of (one year and sixty days) should the (company name) not fulfill their obligation with their client or return the client's deposits.

SAMPLE BANK LETTER OF CREDIT

BANK NAME AND ADDRESS

LETTER OF AUTHORIZATION
FOR SYTA REQUIRED CONSUMER
PROTECTION PLAN

Student & Youth Travel Association (SYTA) and SYTA Youth Foundation
8400 Westpark Dr, 2ND Floor
McLean, VA 22102

To Whom It May Concern:

We hereby authorize the Student & Youth Travel Association, Inc. (SYTA) to draw against Bank Account # _____ at **(Bank Name)** in the amount of **\$200,000.00** USD on the following conditions.

1. There must be delivered to **Bank Name** this Letter of Authorization together with a written certification under oath by an authorized representative of SYTA:
2. The certification must state that **Company Name** has not refunded tour deposits due its clients and that non-payment of these refunds exists as a result of **Company Name** default, insolvency or bankruptcy; and
3. The certification must also state that the funds drawn under this Authorization will be applied exclusively for protection against financial losses of **Company Name** client deposits as well as to defray any legal costs incurred by SYTA in implementing same.
4. This Letter of Authorization remains in place until and unless both **Company Name** and SYTA advise Bank Name in writing that it is being withdrawn.
5. No withdrawals may be made against Account # _____ at **Bank Name** by any person or entity other than SYTA while this Letter of Authorization is in effect.
6. This Authorization is governed by the laws of the State of **Name**.

Signed this ___ day of _____, 20__.

Tour Operator:

Company Name
Company Address Line 1
Company Address Line 2

Credit Issuer

By: **Name**
President

By:

SAMPLE OF FULL PERSONAL GUARANTEE

KNOW ALL PERSONS BY THESE PRESENTS, THAT I (WE)

(Personal Guarantor) (Address) (% ownership)

(Personal Guarantor) (Address) (% ownership)

as GUARANTOR(s) on behalf of

(Name of Tour Operator)

a corporation created and existing under the laws of the State/Province of _____

as PRINCIPAL **guarantee** to the Student & Youth Travel Association "Obligee" (or "SYTA") in the amount of \$200,000 USD for which, I (we) who am or are the Guarantor(s)' owning over 50% of the equity in Principal, I (we) guarantee and bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, as follows:

WHEREAS, by resolution adopted by the Obligee, all Active Members of SYTA must maintain consumer protection of not less than \$200,000 USD in favor of the Obligee for the exclusive protection of clients of the Principal in the event of Principal's default, insolvency or bankruptcy;

WHEREAS, (SYTA) will for and on behalf of clients of the above-named **Principal administer and disburse said funds in the** event said clients of the Principal shall sustain financial loss as the result of default, **insolvency** or bankruptcy of the Principal and;

WHEREAS, the Principal is or intends to become an Active Member and desires to comply with said resolution by furnishing this Personal Guarantee.

This obligation is **void** if the Principal refunds or causes to be refunded all tour payments and deposits for which its customers are due by contract or law. **In addition, while** in full force and effect **this Guarantee is** subject to the following stipulations, terms and conditions.

1. Recoverable claims shall exist under this **Guarantee if** the Principal **becomes insolvent, ceases to be a functioning entity, is in default of any obligation to its clients**, or on whose behalf a court has issued an order prohibiting or deferring prosecution of claims by general creditors against such Principal pending completion of voluntary reorganization.
2. The effective date of this Guarantee commence on (Current date). **It shall remain viable so long as Principal is an Active Member of SYTA, or until this guarantee is replaced by that of a new Guarantor acceptable to SYTA.**
3. Regardless of the number of years this **Guarantee** shall continue in force, the liability of the Principal and Guarantor shall not be cumulative and shall be limited to the amount stated above.
4. This **guarantee** shall be deemed canceled as of the date specified in #2 above; provided, however, that the Principal and the Guarantor shall remain liable for any and all valid claims for tour payments and deposits received or on behalf of the Principal during the effective date of the **Guarantee**.

5. In the event of payment hereunder, the Guarantor shall be subrogated to all rights of the Obligee and the Obligee shall execute any and all documents necessary to **assist in Guarantor's** recovery rights.
6. In the event of circumstances that may give rise to a loss in which this Guarantee may or **will be invoked**, the Obligee shall notify the Guarantor as soon as practical at its address(es) as follows:

7. In the event of loss, the Obligee shall submit full details as soon as practicable and Guarantor will make payments to Obligee within thirty (30) days of written notification of such loss.

8. The Guarantee provided herein shall be excess over all other **existing guarantees** or insurance.

9. Payment from the Guarantor to the Obligee of any and all losses recoverable hereunder shall satisfy the Guarantor's obligation herein, it being understood that the Guarantor has no direct obligation **under this instrument** to clients of the Principal, or any other persons other than the Obligee named herein.

10. This instrument of **Guarantee** shall be subject to the laws of the **Commonwealth** of Virginia and all parties herein, namely the Principal, the Obligee, and Guarantor, agree that any and all legal actions to recover hereunder must be instituted in the **Commonwealth** of Virginia.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed under seal, as of the _____ day of _____, 20_____ .

Principal:

Guarantor:

By: _____ (Title)

(Signature)

Guarantor:

(Signature)

STATE/PROVINCE OF

STATE/PROVINCE OF

on _____, 20_____

Then personally appeared before me and acknowledged the foregoing to be his free act and deed.

(Name) Notary Public

My Commission Expires:

SAMPLE SYTA REFERENCE LETTER - ACTIVE MEMBER APPLICANTS

Note: Letter must be generated on the letterhead of referring company.
The Office will accept letters by mail, fax: (703) 610-0270 or email: membership@syta.org

Date

Executive Director
Student & Youth Travel Association
8400 Westpark Drive, 2nd Floor
McLean VA, 22102-5116
USA

Dear Executive Director,

My company is a (specify type of company). We have conducted business with (name of active member applicant company) for over three years.

I recommend (name of active member applicant company) for membership in the Student & Youth Travel Association (SYTA®).

Sincerely,

Signature of person giving the reference

Name (Typed)

Title

Company

Street Address

City, Province/State & Zip/Postal Code

Country

Phone