



Thank you for your interest in joining the **Student & Youth Travel Association (SYTA)**. You've taken the first steps to joining the premiere trade association for businesses that serve the student and youth travel market.

## 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 *(As you would like it to appear in all SYTA listings)*

### PHYSICAL MAILING ADDRESS *(Will be printed in publications and published online)*

Street Address

City

State

Zip

Telephone

Extension

Fax

General 800 #

Website

Email

Facebook Page Title

Twitter Handle @

### 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

**PLEASE INCLUDE ALL CONTACTS WHO SHOULD RECEIVE BENEFITS.**If you need any assistance, please contact our Membership Department at **703-610-1263** or [membership@syta.org](mailto:membership@syta.org)**COMPANY DESCRIPTION** *Please provide a 25-50 word company description to be used in the SYTA membership directory and online resource***REFERRAL** *I was referred by:***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 US \$1 million from student/youth tours in the previous fiscal year and has been in business for a minimum of three years, OR
- Your company provides travel for a minimum of 1,000 students/youths per year and earns annual gross revenue of at least US \$500,000 from student/youth tours in the previous fiscal year and has been in business for a minimum of six years.
- 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 other felony.
- Your company's principals have not 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.

Your company complies with all laws, regulations, and licensing requirements applicable to the operation of your business.

**BUSINESS DOCUMENTATION** *Check each box to indicate documentation is attached. Please provide the requested documentation to ensure your company fulfills these requirements.*

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.

Your company has a Consumer Protection Plan in place that **equals or exceeds any one of the following standards:**

**Your Consumer Protection Plan must meet or exceed any ONE of these standards:**

- 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 as meeting this requirement.
- Company participates in an approved bonding program of your country.
- Company will provide an irrevocable letter of credit or bank-issued certificate of deposit or an indemnity bond with SYTA listed as the beneficiary in amount equal to at least US \$200,000. Such a bond will be structured to continue sixty days after the end of SYTA'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 or up to US \$200,000 to repay customer payments upon default 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 a copy of certificate of incorporation/other document establishing legal name.

You must submit one letter of reference from an organization with which you have done business for at least three years. Reference letters must be current, signed on their own company letterhead, and specifically recommend membership in SYTA. (A sample is attached for your convenience.)

**CHANGE OF OWNERSHIP** *If your company has changed ownership within the last years, 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.


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:**

 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 the **SYTA Code of Ethics** at [www.syta.org](http://www.syta.org) and agree to comply with the Code.

 You must agree to maintain good financial standing with SYTA.

**ADDITIONAL APPLICATION NEEDS** *You will need to perform the following actions as part of your application submission.*

**Check here to indicate completion/affirmation of the following:**

You agree to comply with the SYTA Code of Ethics (sign affirmation below).

You agree to maintain good financial standing with SYTA (sign affirmation below).

You must submit a copy of 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 while maintaining ethical competitive practices. **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 and its Board of Directors 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, the Student & Youth Travel Association 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



## MEMBERSHIP DUES

### Active Membership + Annual Conference

One-Time Initiation Fee (upon joining):	US <del>\$250.00</del> (waived with conference bundle)
Annual Membership Dues:	US \$595.00
2016 Annual Conference Registration (1 appointment taker):	US \$250.00
	<hr/>
<b>Total:</b>	<b>US \$845.00</b>

### Active Membership (No Conference)

One-Time Initiation Fee (upon joining):	US \$250.00
Annual Membership Dues:	US \$595.00
2016 Annual Conference Registration (1 appointment taker):	US \$50.00
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<b>Total:</b>	<b>US \$895.00</b>

### Active Subsidiary Member Dues

Annual Membership Dues:	US \$300.00
2016 Annual Conference Registration (1 appointment taker):	US \$50.00
	<hr/>
<b>Total:</b>	<b>US \$350.00</b>

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

If you need any assistance, please contact our Membership Department 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.



## LIST OF BOND COMPANIES

### Express Surety Bonds

*(Nielson, Hoover & Company)*

[info@nielsonbonds.com](mailto:info@nielsonbonds.com)

8000 Governors Square Blvd, Ste 101  
Miami Lakes, FL 33016

**Phone:** 305-722-2663 | **Fax:** 305-558-9650

<http://www.expressuretybonds.com>

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### International Sureties, Ltd.

[info@internationalsureties.com](mailto:info@internationalsureties.com)

701 Poydras Street, Ste 420  
New Orleans, LA 70112

**Phone:** 504-581-6404 | **Fax:** 504-581-1876

<http://www.internationalsureties.com>

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### JW Surety Bonds

6023A Kellers Church Rd  
Pipersville, PA 18947

**Local:** 215-766-1990 | **Fax:** 215-766-1225

[http://www.jwsuretybonds.com/surety-bonds/commercial-bonds/arc\\_bond.htm](http://www.jwsuretybonds.com/surety-bonds/commercial-bonds/arc_bond.htm)

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### J.R. Olsen Bonds & Insurance Brokers, Inc.

7407 Topanga Canyon Blvd  
Canoga Park, CA 91303

**Phone:** 818-227-2620 | **Fax:** 818-227-2628

[www.jrobonds.com](http://www.jrobonds.com)

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## SAMPLE LETTER OF CREDIT (FORM)

(Note to bank: This letter of credit must be issued on bank letterhead and the bank must be chartered (state). Follow the state guidelines. Prospective SYTA Member is responsible for reviewing with their attorney).

### IRREVOCABLE STANDBY LETTER OF CREDIT

Issuing Institution:  
(insert name and address of bank)

Effective Date: (Application date for SYTA)

BENEFICIARY:  
Student & Youth Travel Association (SYTA)  
8400 Westpark Drive  
2nd Floor,  
McLean, Virginia 22102  
703.610.1263

APPLICANT  
(insert name of company applying for membership)

To Whom It May Concern:

We hereby establish our Irrevocable Standby Letter of Credit No. \_\_\_\_\_ in favor of the Student & Youth Travel Association for the amount of \$200,000 available by your draft (s) at sight, drawn on (name of issuing bank), accompanied by the following documentation:

SYTA will supply a signed statement referring to the effective date and Number of this Irrevocable Standby Letter of Credit. The letter of credit will extend sixty days past the end of the company's membership year.

This Irrevocable Standby Letter of Credit is effective (insert date) and shall expire at (name and bank and address) on (insert date that is one year and sixty days from the effective date)





**SAMPLE LETTER OF CREDIT (FORM)**

CITIZENS BANK OF PENNSYLVANIA  
1735 MARKET STREET  
PHILADELPHIA, PA 19103

**Sample**

MASTER ACCOUNT NUMBER  
[REDACTED]

STATEMENT PERIOD  
FROM - THROUGH  
09-01-14 09-30-14

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**COMBINED STATEMENT OF RELATED ESCROW MASTER AND SUB ACCOUNTS**

**MASTER ACCOUNT INFORMATION**

MASTER ACCOUNT NBR:	[REDACTED]	TOTAL DEPOSITS AND CREDITS:	101,082.55
BEG BALANCE ALL SUBS:	64,303.70	TOTAL WITHDRAWAL AND DEBITS:	101,082.55
BEG BALANCE MASTER ACCT:	.00	INT PAID TO SUBS THIS PERIOD:	10.77
BEG BALANCE COMBINED:	64,303.70	INTEREST PAID TO SUBS YTD:	214.90
ENDING BALANCE ALL SUBS:	74,225.54	FED TAX WITHHELD THIS PERIOD:	.00
ENDING BAL MASTER ACCT:	.00	FED TAX WITHHELD YTD:	.00
COMBINED ENDING BALANCE:	74,225.54		

**SUMMARY INFORMATION**

**SUB ACCOUNT SUMMARY INFORMATION**

ACCOUNT NAME	BEG BALANCE	DEPOSITS + WITHDRAWALS -	ACCOUNT NUMBER	INT THIS PERIOD INT WITHHELD	INTEREST YTD YTD WITHHELD	CUSTOMER REF CURRENT BALANCE AVERAGE RATE
TOUR OPER FOR FOX CHAPEL AREA HS/SPAIN	.00	.00	10-8200282849	.00	35.92	.00
		.00		.00	.00	.00
TOUR OPERATOR FOR MANHATTANVILLE COLLEGE	.00	.00	10-8200283724	.00	10.61	.00
		.00		.00	.00	.00
TOUR OPERATOR FOR TOMASSO/ITALY '14	10,628.06	.00	10-8200284056	1.40	18.75	.00
		10,629.46		.00	.00	.20
TOUR OPERATOR FOR U OF MO/2014	.00	.00	10-8200284091	.00	1.00	.00
		.00		.00	.00	.00



## SAMPLE OF PERSONAL GUARANTEE

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE

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(Personal Guarantor)	(Address)	(% ownership)
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(Personal Guarantor)	(Address)	(% ownership)
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as GUARANTOR(s) (hereinafter called Guarantor), with, and on behalf of

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(Name of Tour Operator)

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

as PRINCIPAL (hereinafter called Principal) are held and firmly bound unto the Student & Youth Travel Association (hereinafter called Obligee) in the amount of \$200,000 USD for which payment, well and truly to be made, we bind ourselves and your heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. The sum of the Guarantor(s) interest is at least 51% ownership of the Principal.

WHEREAS, by resolution the Student & Youth Travel Association (SYTA) will for and on behalf of clients of the above-named Principal in the event said clients of the Principal shall sustain financial loss as the result of default or bankruptcy of the Principal and;

WHEREAS, by resolution adopted by the Obligee, all Active Members shall be required to maintain consumer protection of not less than \$200,000 U.S. in favor of the Obligee for the exclusive protection of clients of the Principal against financial loss resulting from the Principal's failure or inability to refund tour payments due to the Principal's default or bankruptcy and:

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

NOW THEREFORE, the condition of this obligation is such that if the Principal shall refund or cause to be refunded all tour payments and deposits for which its customers are due by contract or at law, then this obligation is to be void; otherwise to remain in full force and effect; subject to the following stipulations, terms and conditions.

1. Recoverable claims shall exist under this Guaranty when the Principal has been adjudicated bankrupt by a court asserting jurisdiction there over, or on whose behalf such a court has issued an order prohibiting or deferring prosecution of claims by general creditors against such Principal pending completion of voluntary reorganization, or when a Principal has fundamentally defaulted in its obligations to customers by failing to provide travel arrangements and services per contract and failure or inability to refund tour payments..
2. The effective date of this Guaranty shall be \_\_\_\_\_ (Current date) through 11:59 p.m. Eastern Time on \_\_\_\_\_ (one year plus 60 days beyond the end of the current 2015-16 membership year.) (Tour Operators may renew this document for multiple years.)
3. Regardless of the number of years this Guaranty 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 Guaranty 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 Guaranty.
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 convey recovery rights to the Guarantor.



In the event of loss recoverable hereunder or of circumstances that may give rise to loss recoverable hereunder, the Obligee shall notify the Guarantor as soon as practical at its address(es) as follows: \_\_\_\_\_

6. The Guaranty provided herein shall be excess over all other instruments or insurance whether required by law or otherwise.

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. 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 to clients of the Principal, or any other persons other than the Obligee named herein.

9. This instrument of Guaranty shall be subject to the laws of the State 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 State of Virginia within twelve (12) months after the refund(s) from the Principal become due.

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

Principal: \_\_\_\_\_

Guarantor: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

(Signature)

(Title) \_\_\_\_\_

Guarantor: \_\_\_\_\_

\_\_\_\_\_

(Signature)

STATE/PROVINCE OF \_\_\_\_\_, ss \_\_\_\_\_

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: [info@syta.org](mailto:info@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

*Note: Active member applicants must submit five letters of reference. Four references are to be from organizations with which the operator has done business with for at least three years. One reference is to be from a tour operator or travel agency. Letters of reference must be signed, on organizational letterhead, dated and specifically recommend membership in the Student & Youth Travel Association. (SYTA).*

