

# TERMS & CONDITIONS

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**This agreement is entered into as of the date of signature below, by and between the Host Agency ("Host") and the Independent Contractor Travel Agent ("Agent").**

1. **AGREED MONTHLY FEE:** The Agent agrees to pay the Host a monthly fee of \$40 (Thirty US Dollars).
2. **TERMINATION:** This Agreement may be terminated by either party with a 30-day written notice. All fees paid or non-refundable and sales final.
3. **COMMISSION SPLIT:** The commission split between the Host and the Agent will be 90%/10% respectively. The Agent will receive 90% of the commission while the Host will receive the remaining 10%. If registered after 1/31/2024, Commission Split will be 80%/20% until the time the "agent" reaches \$100,000 in sales. At that time, agent is eligible for a commission increase to 90%/10% as long as sales quota is maintained.
4. **COMMISSION CLAIM:** The Agent agrees to submit a commission claim form within 60 days of client travel. Failure to do so will result in forfeiture of the commission for that particular booking.
5. **MEMBERSHIP:** The Agent must be an active member of the Travel Agent Resource at the time of client travel in order to receive the agreed commission.
6. **LIABILITY:** The Agent agrees not to hold the Travel Agent Resource liable for any errors or omissions made when booking travel for their clients.
7. **USE OF NAME:** The Agent agrees not to use the name or likeness of the Travel Agent Resource in any marketing or promotional materials without prior written consent from the Host.
8. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the state where the Host agency is headquartered.
9. **INDEPENDENT CONTRACTOR STATUS:** The Agent is an independent contractor and not an employee of the Travel Agent Resource. As such, the Agent is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers' Compensation Insurance. The Agent will not represent himself/herself as an employee of the Travel Agent Resource.
10. **ISSUANCE OF 1099:** If the Agent's earned commission exceeds \$600 in a calendar year, the Travel Agent Resource will issue a 1099-MISC form in accordance with the Internal Revenue Service regulations. The Agent agrees to provide accurate information necessary for the preparation of such forms.
11. **TRAINING MATERIALS AND RESOURCES:** Any training materials, resources, or proprietary information provided by the Travel Agent Resource for the Agent's use is the exclusive property of the Travel Agent Resource. These materials must not be

copied, shared, sold, or reused for personal gain or any purpose other than performing the services agreed upon in this contract. Unauthorized use or distribution of these materials will result in immediate termination of the Agent's contract and may lead to legal action. The Agent is obligated to uphold the confidentiality and proprietary rights of the Travel Agent Resource at all times.

12. **AFFILIATE LINKS AND OFFERS:** The resources provided by the Travel Agent Resource may contain affiliate links. These are included for the benefit of the Agent, and utilizing them does not incur any additional costs to the Agent. Often, these affiliate links come with special offers, discounts, or benefits which are also available to the Agent. Use of these offers is optional, and the Agent may choose to take advantage of them at their discretion. The presence of affiliate links should be considered when using the provided resources, and the potential benefits they offer should be taken into account.
13. **NON-COMPETITION AND CONFIDENTIALITY:** The Agent agrees that during the term of this contract, they will not engage in or associate with any other host or travel agencies that may be in direct competition with the Travel Agent Resource. This extends to providing services, consulting, or advice that may conflict with or compromise the interests of the Travel Agent Resource. The Agent also agrees to maintain the strictest confidentiality with regards to all proprietary information, materials, and business practices of the Travel Agent Resource encountered during their service. Any breach of this clause may lead to instant termination of the contract and potential legal repercussions.
14. **COMMISSION-BASED COMPENSATION:** The Agent's compensation under this agreement will be strictly commission-based. The commission will be based on the terms set forth by the supplier and will be paid once the client has completed their travel. It should be noted that some suppliers may take 1-2 months to process and pay out commissions. Therefore, the Agent should anticipate a potential delay in receiving their commission payments. This time frame is beyond the control of the Travel Agent Resource and is solely determined by the supplier's payment policies.
15. **ERRORS & OMISSIONS INSURANCE:** The travel agent resource will provide E&O Insurance for its independent agents in the amount of \$1 MIL with a \$500 deductible.
16. **Personal Trips** - Personal Trips are 100% Commissionable up to 5 trips per year. After 5 trips, commission split will revert to the Agent's current commission split level