



**Independent Contractor Agreement:**

INDEPENDENT CONTRACTOR AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between Thomas Hogan Travel/OutsideAgentLink.com, a travel agency, having its principal place of business at 1801 North Oak St., Myrtle Beach, SC 29577, hereinafter referred to as The Travel Agency, and \_\_\_\_\_ (*full legal name*) hereinafter referred to as the Independent Contractor.

**1. Term of Agreement**

The Travel Agency hereby retains the Independent Contractor to act as an Independent Outside Sales Agent and the Independent Contractor agrees to act in such a capacity on behalf of the Travel Agency for a period of 12 months from the above date. At the end of that period, the contract shall be extended for an additional 12 months upon payment of the annual renewal fee according to the membership plan. If payment of renewal is not made, the agreement will be terminated.

**2. Travel Leaders Travel Affiliation and Restrictions on Independent Contractor.**

The Travel Agency is a franchisee of Travel Leaders Associates, Inc. (“TLA”) and, as a franchisee, has a limited right to use the trademark Travel Leaders (the “Travel Leaders Mark”). The franchise agreement between the Travel Agency and TLA includes various restrictions on the use of the Travel Leaders Mark. One such restriction is that the Travel Agency cannot sublicense the use of the Travel Leaders Mark to any third party, including Independent Contractor. Under no circumstances can Independent Contractor use the Travel Leaders Mark in any promotional materials, advertisements, business cards, or stationery unless approved by TLA and the Travel Agency. Nor shall Independent Contractor represent to any third party that Independent Contractor is a franchisee of TLA or a member of the Travel Leader’s Network. Independent Contractor’s failure to abide by these restrictions will result in immediate termination of this Agreement.

**3. Cost of Affiliation and Included Benefits**

The Independent Contractor agrees to pay the Travel Agency the enrollment rate applicable to the chosen membership plan to continue as an affiliate:

Please initial one:

- AgentLinkPro – 60% commission - \$119.00 - \_\_\_\_\_
- GlobalLinkPro – 70% commission - \$159.00 - \_\_\_\_\_
- ExecuLinkPro – 80% commission - \$199.00 - \_\_\_\_\_

The Annual Rate includes the following benefits:

- FREE one on one training via phone or webinar
- Access to all of Travel Leader’s National Promotions and Agent Incentives
- Online GDS booking engine for domestic airline tickets, hotel and car rentals
- Commission tracking via the member's site updated as commissions are posted
  
- A hotel booking engine with competitively rooms priced at over 70,000 hotels and resorts
- Customized Promotional Flyers, Brochures, Documents
- Free Agent Support available 7 days a week via phone or e-mail
- “Live Chat” is available on the OutsideAgentLink.com website for immediate support (Mon to Fri during business hours)

\_\_\_\_\_ *initial*

- A Cruise and Hotel program offering exclusive amenities to your clients
- Your Own Customizable Website
- “Members Only” Facebook Page and Blog
- Travel Leaders Preferred Suppliers Online Guide
- Invitations to attend Travel Leaders Meetings and Training Events
- Exclusive Webinars and Training Seminars

#### 4. Duties of Independent Contractor

The Independent Contractor is hereby retained by the Travel Agency as a self-employed business person to sell travel and travel services to the public on behalf of the Travel Agency.

#### 5. Compensation of Independent Contractor

As compensation for the services rendered by him/her under this Agreement, the Independent Contractor shall be entitled to commissions on sales as follows:

##### A. Computation 1.

1. In General. The Travel Agency will retain its portion of any monies paid as commission by the vendor on bookings in which the Travel Agency's IATAN was used. The Independent Contractor shall be entitled to 60% with AgentLinkPro, 70% with GlobalLinkPro and 80% with ExecuLinkPro of the GROSS commission received by the Travel Agency for sales of travel or services by the Independent Contractor. All expenses relating to these sales shall be borne by the Independent Contractor, unless otherwise agreed to in writing and signed by both parties. Override commissions received on bookings made by Independent Contractor WILL be included in the Gross commission amount. **Independent Contractor will forfeit commissions if a sales report is not completed prior to the receipt of the commission by the Travel Agency.**
2. All expenses, gifts, advertising, express charges and/or rebating of commissions shall be borne solely by the Independent Contractor, unless otherwise agreed to in writing and signed by both parties. The Travel Agency will not rebate its share of the commissions at any time.
3. The Independent Contractor will qualify for and receive the official IATAN identification card AFTER earning a minimum of \$5000.00 in one calendar year. Once that level of earnings has been reached, contact the Travel Agency. You will need to provide to the Travel Agency a passport photo, completed IATAN application and credit card authorization for the membership fee to IATAN. Processing the IATAN card takes 4-6 weeks from the time IATAN receives the application. This is pursuant to the official IATAN regulations. The \$5000.00 minimum must be earned every subsequent year to retain the IATAN card.

##### B. Payment of Commission

The Travel Agency shall pay the Independent Contractor on the 15th of each month via direct deposit. The Independent Contractor has the ability to view and track all commission at The Members Only website. Agent commission must be at least \$50.00 for a commission check to be issued. \_\_\_\_\_ *initial*

## **6. Consortium Affiliation**

The Travel Agency reserves the right to cancel the Travel Leaders affiliation at any time, but must provide the Independent Contractor with written notice of any such change at least 30 days prior to the effective date.

## **7. Seller of Travel Laws**

If the Independent Contractor operates, sells or markets in a State that has a Seller of Travel Law, the Independent Contractor agrees to abide by those applicable laws as currently written and/or amended. It is the responsibility of the Independent Contractor to check with the applicable government authority regarding these consumer protection laws. The Travel Agency is a registered seller of travel in the States of California, Florida, Iowa and Washington.

## **8. Independent Contractor to Provide Own Business Supplies/Expenses**

Independent Contractor shall be financially responsible for his/her own business supplies and expenses, including but not limited to the day to day operations, promotional materials and events, advertising, phone, business cards, etc. Independent Contractor shall otherwise be responsible for all expenses incurred in the performing his/her duties under this Agreement.

## **9. Risk of Loss/Profit Potential**

The Independent Contractor assumes the risk of incurring a loss if his/her share of sales commissions do not cover the Independent Contractor's expenses. Similarly, the Independent Contractor enjoys the right to earn profit yielded by the commissions shared pursuant to this Agreement.

## **10. Errors and Omissions (E&O) Insurance**

The Travel Agency carries E&O insurance, however as an Independent Contractor, we highly recommend our agents obtain E&O insurance in their name for your own personal protection.

## **11. Place of Work**

The Independent Contractor may choose where the work is to be performed, is not required to work on the premises of the Travel Agency, and is not required to answer the phones, or perform any other duties at the Travel Agency's offices.

## **12. Hours**

Independent Contractor may work whatever hours he/she wishes. No fixed hours are required by the Travel Agency. The Independent Contractor shall not be required to attend office meetings or office training sessions.

## **13. No Entitlement to Vacation or Other Benefits**

As a self-employed individual, the Independent Contractor shall not receive or earn any vacation or sick pay from the Travel Agency and is not covered under the Travel Agency's insurance plan. \_\_\_\_\_ *initial*

#### **14. Ability to Hire Assistants**

The Independent Contractor retains the right to employ whatever assistants or bring in whatever partners he/she may require at the Independent Contractor's expense in order to accomplish the goal of travel sales contemplated by this Agreement.

#### **15. Liability**

The Independent Contractor is responsible for the validity and accuracy of all bookings and payments by clients of the Independent Contractor. The Independent Contractor shall be responsible for any errors made directly by the Independent Contractor during the course of selling travel. This includes misquoting a client or any misrepresentation made to the client about the travel services, which he/she is purchasing. The Independent Contractor will also be financially responsible for problems arising with reservations as a direct result of the Independent Contractor's negligence and/or inability to make timely payments.

The Independent Contractor shall remit to the Travel Agency, upon demand, the full amount of any: unresolved credit card charge backs, dishonored checks or bank drafts, debit memos, or any other dishonored forms of payment resulting from bookings made and payments processed for clients of the Independent Contractor. If the Travel Agency incurs any loss of profit as a result of the Independent Contractor's errors and negligence, the Travel Agency will withhold commissions due to the Independent Contractor until the Travel Agency's profits are restored. If commissions are not due the Independent Contractor, the Travel Agency will expect direct payment from the Independent Contractor. Likewise, if a problem or loss occurs as a direct result of the Travel Agency's error or negligence, the Travel Agency will be fully and financially responsible to both the Independent Contractor and the client.

#### **16. Taxes**

Independent Contractor Shall Be Responsible For Filing of Federal, State, and Local Estimated Tax Payments On Commissions Received From Travel Agency, and For Other Assessments Independent Contractor agrees to be fully responsible for complying with all federal, state, and local laws in connection with performance of this Agreement, including, but not limited to, payment of any estimated or other federal, state, or local income taxes, payment of applicable charges for social security, FICA, worker's compensation and obtaining any required state or local licenses or registration as a self-employed seller of travel/independent contractor outside salesperson. Travel Agency shall not be responsible for payment or withholding of any such items in connection with services rendered by the Independent Contractor under this Agreement. Independent Contractor agrees to indemnify and hold the Travel Agency harmless for any assessments against the Travel Agency because of any failure by Independent Contractor to properly pay federal, state, or local income taxes (including estimated tax payments) and file returns in connection therewith, or to pay social security, FICA or worker's compensation. \_\_\_\_\_*initial*

## **17. Payments**

Payments from Clients and to Vendors x initial The Independent Contractor may take credit card numbers after receiving the signed authorization from the client to apply charges to their card. The credit cards will be processed either by the Travel Agency or the vendor. Independent Contractor must post the GROSS amount of the sale or deposit and at no point should ever make a NET payment to a vendor. If a NET payment is taken or posted by the Independent Contractor, they will forfeit any and all future commissions and their contract with the Travel Agency will be terminated. The Travel Agency also reserves the right to cancel any booking that is in violation of this agreement. If the client pays with a check, it must be made payable to Thomas Hogan Travel or Travel Leaders and sent to our office with a completed Check Request Form for processing and must be received 7 days prior to the date due. The Independent Contractor may not at any time make a payment on a client booking with their personal or business check or credit card.

## **18. Termination of Contract by Independent Contractor**

Termination of Contract by Independent Contractor x initial If the Independent Contractor wishes to terminate this Agreement at the end of 12 months, they can do so in writing and not agree to the renewal fee. The Independent Contractor also agrees not to use the Travel Agency's IATA in ANY future bookings and/or in any attempt to obtain a travel agent rate.

## **19. Termination of Contract by Travel Agency**

In the event that you fail to comply with any of these Terms & Conditions, The Travel Agency may immediately terminate your Membership. If your Membership is terminated by the Travel Agency for any reason, you will not be entitled to any refund of payments or Membership Fees and any and all travel commissions earned by you may be withheld if necessary to offset any balances owed to the Travel Agency, travel consumers and/or the Travel Agency's suppliers. The Travel Agency reserves the right to cancel any membership at any time for any reason in its sole discretion.

## **20. Time Limit for Claiming Commissions After Date of Termination**

All claims of the Independent Contractor for commission on sales, regardless of whether the sales are made by the Independent Contractor or others, are waived by the Independent Contractor if not requested at the date of termination.

## **21. Attorney's Fees and Costs**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be responsible for the costs associated with the legal action. \_\_\_\_\_ *initial*

The Independent Contractor acknowledges that they have thoroughly read this Agreement and understands that the Travel Agency and its representatives make NO statements, representations, or guarantees concerning sales or income that the Independent Contractor may make.

This agreement represents the complete understanding of the parties with respect to the described Independent Contractor relationship. It is not to be amended after the date hereof except by an instrument in writing signed by the parties. No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

Signature / Agreement of Independent Contractor's Agreement:

I, \_\_\_\_\_, have read and fully agree to and understand the terms and conditions set forth in this agreement. I have initialed where indicated and have also read the Statement of Payment Policies, signed and dated it as well.

X \_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

X \_\_\_\_\_  
*Print Name*

*Address* \_\_\_\_\_

*City* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip* \_\_\_\_\_

*Executed and Approved by:*

X \_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

X \_\_\_\_\_  
*Print Name* \_\_\_\_\_ *Title* \_\_\_\_\_

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Seller of Travel:  
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