



TRAVEL AGENT APPLICATION

“Let’s make it official!”



www.MyTravelHabits.com



We look forward to having you join our team. Please carefully review the following agreement, initial each page, sign the last page, and then email to: info@mytravelhabits.com or mail to: **My Travel Habits at 7651 Matapeake Business Drive Ste 107 Brandywine, MD 20613**. Upon acceptance, we will initial, sign and return a copy to you for your records.

INTRODUCTION

This agreement, along with the Agent Terms and Conditions, will govern the relationship between you (the "Agent") and My Travel Habits, LLC (the "Company").

1. **SERVICES.** Company appoints Agent as an independent contractor to sell travel services. Agent's sole authority shall be solicit travel services sold by Company. Agent shall not have the authority to make any commitments on behalf of the Company. Agent shall also provide "after sale" support to clients and shall perform it's activities in such a manner to promote goodwill of the Company.

2. **COMPENSATION.** Agent's compensation for the services provided by Agent to Company shall be a commission payable under the following terms:

- a. For bookings handled exclusively by Agent for clients cultivated by Agent:
 - i. 70% of commissions and service fees received by Company;
 - ii. 75% of commissions and service fees received by Company if Agent has earned \$2,500 in travel commissions and completed training;
 - iii. 80% of commissions and service fees received by Company if Agent has earned \$5,000 in travel commissions.
- b. Clients Referred by Agent to Company:
 - i. 20% of commissions and service fees received by Company for consumer bookings referred to Company by Agent and handled by Company personnel with the exception of group cruises of 8 cabins or more.
 - ii. For bookings referred to Company by Agent and handled by Company for which the Agent performs no further travel or sales services (reservations, ticketing, etc), Agent shall receive 20% of the gross commissions related to the booking.

- c. Agent agrees to submit a commission claims form for each transaction in order to receive compensation.1

Failure to submit claims for will delay commission payment to Agent. All commissions are payable by the 1st of the month following receipt of commission from the vendor.

- d. Payment from Vendor is a condition precedent to payment to Agent.
- e. The minimum amount for which Company will issue a check is \$10.00. If Agent's commissions do not exceed \$10.00, Company will accrue commissions until they total \$10.00.
- f. Any commissions not claimed within 180 days from completion of the travel are forfeited by Agent.

3. SERVICES PROVIDED BY COMPANY. Company will provide the following services to support Agent:

- a. Access to supplier commission databases;
- b. Access to online booking engines and vendor related password protected booking engines;
- c. Access to airline, cruise, hotel, tour and car programs;
- d. Access to training programs with selected vendors (training may involve additional cost to Agent).

4. COSTS. Agent agrees to pay Company \$34.99 per month during the term of this Agreement which will be deducted the 1st of each month. Agent agrees to stay up to date with monthly payments, informing the Company of any changes to card on file. Failure to do so will result in nonpayment of commission to Agent.

5. EXPENSES. Agent personal travel expenses are Agent's sole responsibility. Agent has no authority to charge Agent's or Agent's clients' travel to the Company or its credit accounts. Agent further agrees that it shall not provide any net rates or rebate any portion of any commission to the client. Agent is responsible for Agent's own equipment, supplies, marketing, errors and omissions insurance, telecommunications, computer, business cards, and any other supplies or equipment to assist in helping the Agent's business objectives and goals.

6. AGENTS DUTIES: Agent shall: (i) support the travel industry and My Travel Habits, per travel industry and as directed by Company, by promoting, generating, and creating travel sales for the duration of the term; (ii) act ethically and according to the professional standards of the travel and tourism industry and My Travel Habits; (iii) comply with this

Agreement, as the same may be amended by Company from time to time in its sole discretion; (iv) maintain errors and omissions insurance in the amount of \$10,000.00; (v) comply with all government requirements (i.e. Seller of Travel Insurance (for some states) as well as sufficient E&O Insurance) and vendor standards, rules and regulations; (vi) Agent will not use Company's name, ARC, IATAN, or CLIA number or any other identification number for any reason outside the customary use for client bookings with any supplier without Company's written permission; (vii) abide by all of Company's vendors' rules and regulations, including but not limited to restrictions on advertising and marketing.

7. TAXES. Agent and Company understand that it is the responsibility of Agent to pay or provide for all taxes and costs resulting from Agent's activities and acknowledges that none of those taxes and costs will be withheld from payments to Agent by Company, including but not limited to federal, state, and local employment taxes and insurances.

8. RELATIONSHIP. Neither party is an employee or agent of the other, but rather, the parties are acting as independent agents. Agent acknowledges that Company does not supervise or control Agent's work and that Agent has the sole right to control and direct the means, manner and method by which Agent provides Agent's services. The Parties agree not to misrepresent themselves or the other in any manner whatsoever, and not to discuss or disclose information concerning such transactions to others who are not involved. As an independent contractor, Agent is not entitled to vacation pay or sick pay and will receive a 1099 form from Company.

9. LIABILITY. Agent is responsible for the validity and accuracy of all bookings and payments by clients of the Agent. Agent shall be responsible for any errors made directly by the Agent during the course of selling travel. This includes but is not limited to misquoting a client or any misrepresentation made to the client about the travel services, which he/she is purchasing. Agent will also be financially responsible for problems arising with reservations as a direct result of Agent's negligence and/or inability to make timely payments. Agent shall remit to the Company, 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 Agent. If the Company incurs any loss of profit as a result of the Agent's errors and negligence, Company will withhold commissions due to the Agent until Company's profits are restored. If commissions are not due to Agent, Company will be entitled to direct payment from Agent. Likewise, if a problem or loss occurs as a direct result of Company's error or negligence, Company will be fully and financially responsible to both Agent and the client.

10. INDEMNIFICATION. In addition to other obligations in this Agreement, Agent shall indemnify and hold Company and Company's employees, contractors, directors, or other Agent's and/or affiliates harmless from and against any and all claims suffered by Company arising out of or in respect of (i) any violation of law by Agent, (ii) fraud, misrepresentation, willful misconduct or gross negligence on the part of Agent, (iii) any violation of this Agreement by Agent, (iv) any costs, fees, expenses, liabilities or penalties associated with any withholding taxes, FICA taxes, federal unemployment taxes, and any other federal, state or local taxes, payments or filings required to be paid, made or maintained in connection with any payments made to Agent by Company.

11. TRAVEL INDUSTRY CREDENTIALS. If and when industry credentials become available, at the Agent's request, and upon payment by Agent of any applicable fees, Agent may be entitled to industry credentials when all industry rules are met. Agent is responsible for payment of any fees associated with any such credentials. Company makes no representations or assurances that Agent will be eligible for IATAN or CLIA accreditation or other industry credentials. Agent assumes sole and exclusive responsibility for satisfying agent-specific accreditation requirements. If Agent abuses any such credentials or fails to follow any accrediting agency's rules or requirements, such credentials may be removed by Company immediately.

12. DISPUTE AND ENFORCEMENT.

13. TERM AND TERMINATION.

- a. Term: The agreement shall continue in full force and effect unless and until it is terminated as provided below.
- b. Termination: This agreement may be terminated by Company, with or without cause, upon ten business days' notice to Agent. This Agreement may be terminated by Company immediately and without notice upon any default of Agent under any term of this Agreement. This Agreement may be terminated by Agent upon thirty days' written notice to Company.
- c. Return of materials upon termination, cancellation or expiration: Upon termination, Agent shall immediately return all materials provided by MTH to Agent and Agent credential cards, if any. Agent retains ownership of his/her client database.
- d. Non-Solicitation: Agent shall not solicit or contact any client of Company following termination and shall provide all information relevant to Company's clients to Company immediately upon termination. In addition, during the term and for twelve months following termination, Agent shall not solicit or recruit any other Agent of the company to pursue any other venture or to terminate his/her/its relationship with Company. After the termination, Agent shall not try to change any

bookings previously made by any Agent client. During the term and for twelve months following termination, Agent shall not attempt to sell and sales aides, side products, or any other travel or business related products to other Company Agents.

- e. Payment of Compensation upon Termination: Upon termination for cause or if Agent terminates but has breached any provision of this agreement, Agent waives and forfeits all rights to any compensation under this Agreement. Upon termination without cause or if Agent terminates and has not breached any provision of the Agreement, Agent shall be entitled to payment of commissions in accordance with the commission payment provisions above. Company reserves the right to hold back final payments for up to 6 months against future debit memos and/or charge backs as well as failure to not pay Agents' monthly fee.

14. CONFIDENTIALITY. It is anticipated that because of the relationship created by this Agreement, that Agent will learn information about Company's business that Company considers confidential, such as:

- The identity of Company's clients and agents as well as their information;
- The types of services being performed and the terms of agreement or proposed agreements with customers and/or vendors;
- Pricing and cost information;
- Marketing information;
- Financial information and business plans;
- Personnel lists and information regarding skills, compensation, and experience;
- Data, records, computer programs, annuals, processes and methods.

All of this information, and any confidential information is considered highly sensitive and proprietary. It is acknowledged that such information constitutes trade secrets and must be held in confidence by Agent to allow Company to compete effectively in the marketplace. Agent agrees Agent will not use any such information to compete against Company and will not disclose any such information to any other person or entity both during the term and after termination of this Agreement.

15. REPRESENTATIONS. Agent acknowledges that Agent is not guaranteed any income, profits, or success by virtue of its status as a travel agent for the Company, nor that it will receive any leads or assistance with obtaining customers and that no such representations or warranties have been made.

16. COSTS OF DEFAULT. In the event that any Party defaults in any of its duties, responsibilities, obligations or covenants, as specified herein, the defaulting Party shall pay all costs and expenses, including but not limited to, attorney fees and costs.

17. MODIFICATION. This agreement is the entire agreement of the parties hereto, and supersedes all prior agreements. This agreement may be modified, but only in writing, signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed on the day and year written below.

My Travel Habits, LLC

Agent

By:

By:

Title:

Printed Name:

Date:

Date: