



Sub-Agent Contract Template

Terms of Agreement

I understand I am an independent contractor of _____, hereinafter in this document known as the Travel Agency and myself as the home based or office-based travel agent hereinafter known as the Independent Contractor.

I am entering into this 12-month contract from the date of contract being electronically signed and sent on this date. The Travel Agency hereby retains the Independent Contractor to act as an independent outside salesperson and the Independent Contractor agrees to act in such a capacity on behalf of the Travel Agency for a period of 12 months from dated contract. At the end of that period, the contract shall automatically be extended for an additional 12 months, unless either party serves the other with written notice of their intention not to renew 30 days prior to contract renewal

Payment will be made each month for the 12 months based on the agreed upon plan and price as well as additional options requested by the Independent Contractor in his/her contract.

Duties of Independent Contractor

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

Independent Contractors Commission Compensation

The Independent Contractor shall be entitled to the agreed upon percentage of the gross commissions received by Gateway Travel for the sales of travel or services by the Independent Contractor upon signing this contract.

Method of Payment

The Independent Contractor shall be paid on a monthly basis by Gateway Travel. This payment will be for commissions earned and received by Gateway Travel in the period prior to payment. The Independent Contractor will be paid for completed client bookings, where clients have completed their trip, and Gateway Travel has been issued payment by the supplier. Gateway Travel will direct deposit payment to the Independent Contractor in the appropriate amount earned by the Independent Contractor, less any expenses attributed by those sales by the Travel Agency. Gateway Travel shall report gross earnings (greater than \$600.00) to the IRS using a 1099 form. Gateway Travel is entitled to see what bookings are being made in the name of the agency.

Provide Own Business Supplies and Be Responsible for Own Expenses

Independent Contractor shall provide his/her own business cards and other promotional materials and shall otherwise be responsible for all expenses incurred in performing his duties under this Agreement.

Place of Work

The Independent Contractor may choose where the work is to be performed, 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.

Hours

Independent Contractor may work whatever hours he/she wishes. There are no fixed hours required by the Travel Agency. The Independent Contractor is encouraged to attend training sessions offered by Gateway Travel.

Risk of Loss/Profit Potential

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

Probation

When the Independent Contractor signs up for a membership with Gateway Travel, they will be put in an automatic probationary period until their phone interview with Gateway Travel's new agent support team is completed. During this period, the Independent is still considered an active agent with Gateway Travel. If the Independent Contractor does not schedule or speak with a member of Gateway Travel's new agent support team in a period of two weeks, the Independent Contractor will still be responsible for membership payments until a call has been scheduled, and a new agent support team member has spoken with the Independent Contractor.

Training

The Independent Contractor will be required to go through the proper methods of training approved by the Travel Agency before access to certain areas of the agent website or suppliers will be granted

No Entitlement to Vacation or Other Benefits as Independent Contractor

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 agency's medical or dental plan.

Website Purchase

If the Independent Contractor purchases a monthly or yearly website contract with the Travel Agency, the Independent Contractor is required to fulfill all payments for the term of the agreement, which is set at one year. The Independent contractor must give advanced notice of one month prior to his or her cancelling of the website.

The Ability to Hire Assistants

Independent Contractor retains the right to hire to employ whatever assistants or bring in whatever partner he/she may require at Independent Contractor's expense in an administrative capacity, contemplated by this Agreement. These assistants may not negotiate with travel suppliers on behalf of Travel Agency, nor sell travel, unless they are also contracted with agency.

Independent Contractor Shall Be Responsible for Filing of Federal, State, and Local Estimated Payments on Commissions Received from Travel Agency

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, obtaining any required state or local licenses, registration as a self-employed seller of travel/independent contractor, outside salesperson, or any other sub-contracted legal details not mentioned in this contract. Independent Contractor agrees to indemnify and hold Travel Agency harmless for any assessments against 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, or violate any of the sub-contractor laws and rules in the local, state, municipal, and federal government.

Ownership of Customers

The parties acknowledge that all customers of the Independent Contractor are and shall remain the property of the Travel Agency. If the Independent Contractor shall cease to be associated with the Travel Agency for any reason, all customers of the Independent Contractor shall be free to continue doing business with the Travel Agency.

Covenant Not to Compete

You agree that at no time during the term of your contract with the Travel Agency will you work for any company that competes with the Travel Agency.

For a period of one (1) year immediately following the termination of your contract, you will not, for yourself or on behalf of any other person or business enterprise, engage in any business activity which competes with the Travel Agency within the United States of America.

Non-Solicitation

During the term of your contract, and for a period of one (1) year immediately thereafter, you agree not to solicit any employee or independent contractor of the Travel Agency on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Travel Agency to terminate or breach an employment, contractual or other relationship with the Travel Agency.

Soliciting Customers After Termination of Agreement

For a period of one (1) year following the termination of your contract and your relationship with the Travel Agency, you shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Travel Agency or any other information pertaining to them. Neither shall you call on, solicit, take away, or any other attempt to call on, any customer of the Travel Agency on whom you have called or with whom you become acquainted during the term of your employment, as the direct or indirect result of your contract with the Travel Agency.

Injunctive Relief

You hereby acknowledge (1) that the Travel Agency will suffer irreparable harm if you breach your obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the Travel Agency for such a breach. Therefore, if you breach any such provisions, then the Travel Agency shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

Severable Provisions

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

Termination of Agreement

This Agreement is terminable prior to its expiration at the will of either party for the following reasons:

- A. The death of Independent Contractor
- B. If the Travel Agency feels the agent is representing the agency in such a way that is detrimental to the agency, or it's travel agents, or is unable to sell travel
- C. The Travel Agency has full authority to end the contract at any time for any reason

Effect of Termination on Compensation

In the event of the termination of this Agreement prior to the completion of its term specified herein, the Independent Contractor shall be entitled to the commission compensation earned by him/her prior to the date of termination as provided for in this Agreement computed pro rata up to and including that date at a rate of 50%. If the Independent Contractor terminates the contract with the Travel Agency, the Independent Contractor will pay the early termination fee of \$149.00 and half the remaining balance of their contract. If the Independent Contractor does not pay the fees stated above, commission will be held until payment is completed.

Remedies

Any controversy or claim arising out of or relating to this Agreement shall be settled by the courts of Huntington County, Indiana.

Legal Attorney's Fees & Related 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 entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any relief to which he may be entitled.

General Provisions

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining shall nevertheless continue in full force without being impaired or invalidated in any manner

Law Governing Agreement

This Agreement shall be governed by and in accordance with the laws of Indiana

Agreement Change or Waiver

This Agreement may be amended at the sole discretion of the Travel Agency at any time.

Fees

The Independent Contractor agrees to pay all fees he/she signs the contract for and enrolls in. If the Independent Contractor does not pay for the fees agreed to during the sign-up process, he/she will be subject to collections and contacted by a collection agency.

Renewal Information

All optional fees will be on a monthly subscription for 12 months or one year dependent on the Independent Contractor's contractual choice and will follow contract renewal guidelines.

Acknowledgment

By signing below, the Independent Contractor acknowledges that they have read, understood, and agree to all the terms and conditions outlined in this Agreement. The Contractor affirms that they have had the opportunity to ask questions and seek clarification on any part of this Agreement and enter into this Agreement willingly and voluntarily.

Agreed Commission Percentage: _____

Independent Contractor Name: _____

Signature: _____

Date: _____