

INDEPENDENT CONTRACTOR - CONTRACT AGREEMENT

This agreement is between What a Trip Vacations dba AARC Host Agency at 156 Wheeler Rd, in the city of Central Islip, in the state of New York, 11722, Hereinafter known as AARC and the home based travel agent hereinafter known as the Independent Contractor or IC.

Term of Agreement

AARC hereby retains the IC to act as an independent outside salesperson and the IC agrees to act in such a capacity on behalf of AARC for a period of one month from the date of this agreement or one year if the IC chooses the yearly program. By submitting this application you are agreeing to pay a monthly membership fee for services provided by AARC or the yearly fee. This agreement will renew automatically for the IC convenience monthly or yearly unless the IC or AARC elect to discontinue this service agreement.

Notice must be made in writing and emailed or faxed to AARC 15 days prior to the next billing date. I understand and agree that all monthly payments or yearly fees are NON REFUNDABLE.

2. Duties of the IC. The IC is hereby retained by AARC as a self-employed business person to sell travel and travel services to the public on behalf of AARC.

3. Compensation of IC. The IC shall be entitled to a commission level from 70% to 90% of the commissions generated by IC and received by AARC. For complete details of the commission plan, see Attachment "A."

4. In general and for the purposes of earning the IATAN card, AARC shall report for the IC 100% of the gross commissions received by AARC for the sales of travel or services by the IC.

5. Commission deductions the IC shall not enter into any rebating agreement, or other agreement, on behalf of AARC without the written consent of AARC. Any rebates, gifts, administration fees, ticketing fees, delivery fees, accounting research fees, debit memos, charge backs, etc. will be deducted from the agent's commissions.

6. AARC to receive all commissions. The IC agrees that all checks and cash monies are to be transacted through AARC and never directly to the agent when using AARC's IATAN, CLIA or other AARC Booking Identification Number. All credit card transactions are to be transacted and processed by the IC directly with the supplier/vendor. If the IC authorizes or requests any supplier/vendor to send commission directly to the IC when using AARC IATAN, CLIA, or booking identification number, bypassing AARC, this IC agreement will terminate immediately and IC will forfeit any and all unpaid commissions.

7. While the IC is free to do business with any entity or individual, AARC shall receive all of the commission paid by any supplier for any sale in which the IC uses AARC, IATAN, CLIA, or booking identification number to process the sale. The commissions will then be paid to the IC by the travel business.

8. Method of Payment. The IC shall be paid monthly by AARC. The IC shall, within 25 days of the end of each month, provide a statement of all commissions earned in the previous month to AARC. AARC shall verify and deducted fees or expenses directly attributable to those sales as outlined above, and make payment to the IC for its share of those commissions earned.

9. Examination of books. The IC shall have the right, either personally or by accountant retained and paid by the IC, at times mutually convenient to AARC and the IC, but in any event at least once during each half of the calendar year, to examine books and accounts of IC insofar as they relate to transactions affecting the amount of the IC compensation.

10. IC will provide their own business supplies and be responsible for their 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/her duties under this Agreement.

11. Place of Work. The IC may choose where the work is to be performed, is not required to work on the premises of AARC and is not required to answer the phones, or perform any other duties at AARC office.

12. Hours. Independent Contractor may work whatever hours he/she desires. No fixed hours may be required by AARC. The IC shall not be required to attend office meetings or office training sessions.

13. Risk of Loss/Profit Potential. The IC assumes the risk of incurring a loss if his/her share of sales commissions does not cover the IC expenses. Similarly, IC enjoys the right to earn a profit yielded by commissions shared pursuant to this agreement.

14. No entitlement to vacation or health benefits as IC. As a self-employed individual, the IC shall not receive or earn any vacation or sick pay from AARC.

15. Ability to hire assistants. The IC retains the right to employ assistants that he/she may require at the IC expense. It is the responsibility of the IC to pay his/her employees.

16. The IC shall be responsible for filing of federal, state, social security, FICA, worker's compensation and obtaining any required state or local licenses or registration as a self-employed seller of travel as an IC. The IC is also responsible for taxes and social security for any of its employee(s).

17. The IC agrees to indemnify and hold AARC harmless for any assessments against AARC because of any failure by IC 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.

18. AARC responsibility related to website and programs. AARC is not responsible or liable for any direct or indirect loss of business or inconveniences resulting from malfunctions, failures, downtime or maintenance of any hardware, software, web page hosting, telephone lines, cable lines, intranet or internet. All computer hardware and software is provided by third party vendors or suppliers. AARC is not responsible for downtimes, delays, software failures or nonperformance caused by acts of God or governmental authority, strike or labor disputes, breach of contract by suppliers, or any other cause beyond the reasonable control of that party.

19. Ownership of customers. The parties acknowledge that all customers are and shall remain the property of the IC, including clients that were introduced to the IC by AARC.

21. Events Causing Termination.

This Agreement is terminable prior to its expiration for the following reasons:

- a) For circumstances that make it impossible or impractical for the business of AARC to continue;
- b) The death of the IC.
- c) The willful or negligent breach of duty by the IC in the course of his/her performance under this Agreement;
- d) The desire of AARC to discontinue doing business with the IC.
- f) The IC gives AARC 15 day notice they wish to terminate the contract.

22. Non-Continuance of Agreement. AARC reserves the right to change, revoke or cancel this agreement at any time with the IC for:

- a) Misrepresentation, Dishonesty, Fraud, Unprofessional Activities
- b) Violation of ethics which could be damaging to the profitability, image and integrity of AARC
- c) The willful or negligent breach of duty by the IC in the course of his/her performance under the Agreement.
- d) The continued incapacity due to illness on the part of the IC to perform his/her duties.
- e) Failure to comply with any states sellers of travel laws as currently written and/or amended.
- f) If the IC authorizes requests any supplier/vendor to send commission directly to the IC.
- g) If the IC Contractor fails to pay his/her state license and bond obligations.

Should the IC be terminated for any of the reasons listed above or any other unlawful act, the IC will forfeit all unpaid commissions.

23. Seller-Of-Travel Law. If the IC operates, sells or markets in a state that has a seller of travel law, the IC agrees to abide by those applicable laws as currently written and /or amended. It is the responsibility of the IC to check with the applicable government authority regarding these consumer protection laws.

24. Non-Disclosure, Non-Disruption and Confidentiality. The IC understands and agrees in return for receiving

any information or materials written, verbal, or electronic concerning AARC and or its affiliates, agrees to keep secrets and not to divulge, disclose or communicate, either directly or indirectly, to any person, firm, partnership, corporation or any other entity whatsoever any information concerning the matters effecting or relating to the business of AARC and/or its affiliates, including but without limitation to, trade secrets, selling, marketing and advertising procedures, past or present employees, past, present pending clients, agents, subcontractors and affiliates, recruitment and training plans, agent commission programs, daily operations, corporate policies and procedures, supplier and vendor commission and override contracts or any other agreements with these suppliers and vendors, and any other information.

25. Effect of Termination on Compensation.

In the event of the termination of this agreement prior to the completion of its term specified herein, the IC shall be entitled those commissions earned and received by AARC on or before the date of cancelation. Any and all commissions not received by AARC from its suppliers will be forfeited by the IC. The IC shall not be entitled to further compensation as of the date of termination.

26. Remedies. Any controversy or claim arising out of or relating to this agreement shall be settled by the courts of Suffolk County, New York.

27. 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 entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he/she may be entitled.

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

29. Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of New York State.

30. Complete Agreement, Modification or Waiver. This agreement represents the complete understanding of the parties with respect to the described IC relationship. No waiver, amendment, or change 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.

Attachment A

- A. 70% commissions for joining AARC and paying the monthly or yearly membership fee.
- B. 80% commissions after an IC earns over \$5,000.00 in commissions in any 12 consecutive months.
- C. 90% commissions after an IC earns over \$20,000.00 in commissions in any 12 consecutive months.

I have read and agree to abide by the complete Independent Contractor Agreement.
I will sign and return the last page of this agreement with my signature and a picture of my valid Government Photo ID (Driver's License with photo **and** a copy of my Passport or other official USA Government ID)

AARC Host Agency reserves the right to do complete background checks on all applicants.

Business Name _____ EIN # _____

You're Signature. _____ Today's Date _____

(Print Full Name) _____

(Physical Address, No PO boxes) _____

City/Town _____ State _____ ZIP _____

Day Phone _____ Cell Phone _____

Email Address _____