



AUTHORIZEDAGENTS.COM
Independent Agent Agreement

This is an agreement between AuthorizedAgents.com, hereby known as "Company" and (your name) _____ an INDEPENDENT PROFESSIONAL TRAVEL CONSULTANT, hereby referred to as "AUTHORIZED AGENT." Company business address is 30230 Rancho Viejo Rd. Suite 110, San Juan Capistrano, CA 92675. AuthorizedAgents is a division of PowerBusiness Associates Inc., a California Corporation.

Your Address _____ Your city _____

State _____ Zip _____ Phone _____

E-Mail _____ Fax _____

I am applying for:

TravelPro _____ **TravelPro +** _____ **TravelPro 100** _____

I. TERM OF AGREEMENT. This agreement is valid for a period of one year. At the end of one year the contract will automatically renew for another term at conditions prevalent for the time unless the party not intending to renew gives a 30 days notice. TravelPro can be terminated prior to its expiration at the will of either party, by giving 30 days notice. TravelPro+ and TravelPro 100 are one year agreements.

II. SCOPE OF CONTRACTOR. Company contracts AUTHORIZED AGENT as a self-employed agent to sell cruises, land packages, tours and other vacation services on non-exclusive basis.

III. COMPENSATION. As compensation for services provided as an AUTHORIZED AGENT under this agreement the AUTHORIZED AGENT will be paid in the following manner:

The AUTHORIZED AGENT will receive a commissions based on the program selected above on commissionable cruises, tours and resort packages for traveled booking made by the AUTHORIZED AGENT where Company is paid by the supplier. The commission will be paid monthly when client travels and supplier pays. Commission will be paid on all travel that is completed, paid for by the client and where Company has received payment from supplier. Company will also run special vendor promotions where 90% - 100% commission will be paid out to TravelPro and TravelPro+ AUTHORIZED AGENTS in good standing.

TravelPro 100 agents in good standing receive 100% commission on all bookings. "Good standing" is defined as an AUTHORIZED AGENT who has no outstanding invoices, charge backs, actions by consumers, any governing body or who is not in violation of this agreement.

The parties acknowledge that all clients introduced to Company by the independent AUTHORIZED AGENT are and shall remain the property of the independent AUTHORIZED AGENT. In no instance is the COMPANY allowed to contact any client of the AUTHORIZED AGENT unless it is an emergency and the AUTHORIZED AGENT cannot be located. The COMPANY cannot contact the client after the relationship with the AUTHORIZED AGENT has ended. In no instance can the company sell, give or disclose names of AUTHORIZED AGENT clients to anyone except for the booking tour or cruise company through whom the AUTHORIZED AGENT arranged the trip.

All clients introduced to the independent AUTHORIZED AGENT by the company shall remain the property of the company and the AUTHORIZED AGENTS shall not contact those clients after the relationship with the company has ended.

Fam trips will be approved for producing AUTHORIZED AGENTS in good standing after an initial cruise or land booking. Fam approval for on-going professional independent partners is based on production. In other words, if you are an independent agent for six months and show very little productivity then you will not be very high on the Fam approval list.

An AUTHORIZED AGENT can book the immediate family, when traveling in the company of the AUTHORIZED AGENT at 100% commission once during a calendar year for a small \$25 per booking handling fee. Immediate family is defined as parents, spouse and children when traveling with the AUTHORIZED AGENT.

When available an AUTHORIZED AGENT in good standing can take advantage of industry rates directly with supplier for himself or herself. The AUTHORIZED AGENT will not book and pay the vendor NET prices thereby cutting company out of share of company commission in cases where our licenses, relationships, memberships, accreditations or our name is used. Upon such discovery company will immediately cancel the agreement and may keep all commissions due AUTHORIZED AGENT.

Company has the right to modify commission schedules depending on prevailing market conditions, supplier commission policies and prevailing regulations. AUTHORIZED AGENTS will receive notice if, and when these changes occur.

III. CLIENT PAYMENTS. Your client's credit card payments will be paid by you directly to the supplier, while your client's checks will be made out to you, the AUTHORIZED AGENT and YOU will make a check out to AuthorizedAgents. Suppliers will not take your personal check. This is your business and your client checks ARE NOT to be made out to Company EXCEPT in California and other states where laws require that client checks be made out to the Company holding the license unless you are registered, bonded and approved by the respective state seller program. You are responsible for checking with each state as to travel seller requirements.

Certain states require disclosures to be given to the client BEFORE or at the time of taking payment. In such states where you do not have to pay fees and register because you are working under our registration (such as California, Washington, Florida) you are responsible for supplying that information to the client in order to be compliant with state laws. Some states are very strict and failure to fully disclose penalties and conditions may be a crime (such as in California). Therefore it is VITAL that you abide by all state laws. We will provide you with all 50 state links to Attorney General Offices and with information on several key states.

All transactions with clients must be absolutely 100% legal. All client funds where our licenses, memberships or relationships are used MUST be immediately paid to the vendor or to us so that we may pay the vendor. The only other choice is a trust account. Independent agents have a fiduciary responsibility to their clients and all client monies MUST be protected. In many states, such as California, commissions cannot be used and must be in a trust account until the client receives the documents in full. We hold all funds not sent to the supplier in a trust account until the client travels.

Always make sure that when sending us a check ample time is given for the check to clear. We will not pay the vendor until the check clears. If time is of the essence then a cashier's check is required.

A written client confirmation and authorization form must be used on all package, cruise and credit card sales. A sample form that you can use will be provided. This form has basic legal disclosures and protects you, us and the client. In today's litigious society and with today's seller of travel laws this form is vital and failure to use the form will be considered a breach of this contract. You keep the confirmation form unless there is a client dispute...then a copy is faxed to company. Only credit cards of clients traveling can be used for payments. Do not accept credit cards from anyone else but the traveler.

IV. DEADLINES, CHANGES, CANCELLATIONS. All suppliers have cancellation, deadlines and change policies. IT IS THE AUTHORIZED AGENT'S RESPONSIBILITY TO MAKE SURE THAT YOU AND YOUR CLIENTS ARE AWARE OF SUPPLIER REFUND PENALTIES AND DEADLINES, if any. You give us the authority and the right to use any means to collect any and all penalties and cancellation fees incurred by you with the suppliers and not promptly settled.

V. ADDITIONAL CHARGES TO AUTHORIZED AGENT. Phone numbers to cruise lines, resorts and tours are all toll free. Other expenses, if any, incurred by the AUTHORIZED AGENT during the course of their business will be the responsibility of the AUTHORIZED AGENT. Expenses incurred by Company on behalf of the AUTHORIZED AGENT, such as FedEx or shipping charges, client cancellation processing fees, or vendor penalties will be subtracted from AUTHORIZED AGENT commission. In case commission does not cover these fees the AUTHORIZED AGENT will immediately reimburse the Company.

VI. WORKING RELATIONSHIP. The AUTHORIZED AGENT works on his or her own schedule at location of his or her choice and sets his or her hours. Furthermore, the AUTHORIZED AGENT is not required to work any particular number of hours, is not required to perform any specific duties anywhere and is not required to perform any work whatsoever at Company offices. It is totally up to the AUTHORIZED AGENT how he/she will work and when. As a self-employed independent contractor AUTHORIZED AGENT does not earn any vacation, sick pay or any other benefits. A 1099 will be issued where required. AUTHORIZED AGENTS do not have desks, computers, offices, phones or any other equipment provided by the company and do not come into the office to work. AUTHORIZED AGENT, as an independent contractor, agrees to be fully responsible for complying with all state, federal, 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 all social security taxes, FICA, worker's compensation taxes and for obtaining any required state or local licenses or registration as a self-employed independent seller of travel.

VII. AGREEMENT CANCELLATION IN SPECIAL CASES. The agreement can be cancelled immediately by the agency without notice if the AUTHORIZED AGENT does not follow supplier regulations or if the AUTHORIZED AGENT knowingly misrepresents any facts to the client, potential client or Company. Furthermore this agreement can be canceled if the AUTHORIZED AGENT fails to obtain signed confirmation and/or credit card authorization forms, or uses client's money in an inappropriate manner, or attempts or does circumvent company commission share when using our numbers, licenses, authorizations or name or for any other reason that Company may deem as detrimental to the program.

In addition, failure to comply with California, Florida, Hawaii, Nevada, Washington Sellers of Travel Law, failure to comply with any State or Government which has a Sellers of Travel Law or authorizing or requesting that a supplier/vendor sends commission directly to the independent AUTHORIZED AGENT thereby bypassing Company, changing of company phone, fax, address, booking agent, or agency of record with the vendor will terminate this agreement immediately.

Furthermore, AUTHORIZED AGENT assures Company that AUTHORIZED AGENT has never been convicted of any crime, has not been fired from any position for theft or fraud, and is not under investigation by any taxing authority. This is a position of trust where your potential clients will rely on your good judgment, help and honesty. Company will insist on very high ethical standards from our professional independent representatives.

Time Limit for Claiming Commissions After Date of Termination - All claims of the independent AUTHORIZED AGENT for commission on sales, are waived by the independent AUTHORIZED AGENT if not made within sixty (60) days of the date of termination.

CONFIDENTIALITY: AUTHORIZED AGENT understands that any programs, ways of doing business, lists, passwords, agency codes belong to the Company and any release or unauthorized use of that information is prohibited. The confidential ARC or IATAN code that will be disclosed to the

AUTHORIZED AGENT is to be used only by the AUTHORIZED AGENT and cannot be used after termination of contract. This number cannot be disclosed to any other person except vendors.

VIII. LOGO and NAME.

AUTHORIZED AGENT will operate under his or her own name. AUTHORIZED AGENT has the permission to use the "AuthorizedAgents" name on the business cards and letterhead during the duration of this agreement only in smaller type and only in the following format below his or her name: "AuthorizedAgents independent partner" or "AuthorizedAgents independent agent." The name is licensed to PowerBusiness Associates Inc. parent company of AuthorizedAgents.com and can be used only with written permission. Use of the logo and the name may be withdrawn at will by PowerBusiness Associates Inc.

Your business card, literature and letterhead could have your name as your business. Your name has to be LARGER than our name. Under no circumstances will the AUTHORIZED AGENT use the name of AUTHORIZEDAGENTS as the name of his or her company. AUTHORIZED AGENT can also put on your letterhead and business card the following: "Signature Travel Group member". That is our cooperative known to all suppliers. AUTHORIZED AGENT can put a generic website www.travelmaker.com on your advertising if AUTHORIZED AGENT does not have a website. California and Washington

AUTHORIZED AGENTS have to abide by Seller of Travel regulations that require the SOT number on all their literature and advertising. Other states may also do so. RESERVATION PROCESS. The AUTHORIZED AGENT will be supplied with 800 numbers to our preferred and approved cruise lines, tour companies or resorts, with direct booking engines and with our password to the extranet website with specials and promotions. The AUTHORIZED AGENT will call or connect to the supplier directly for pricing and availability. AUTHORIZED AGENT will receive instruction link with password after this agreement is accepted. The link will specify the various reservation tips and guidelines how to proceed. AUTHORIZED AGENT will also receive a password to company member-only Signature Travel Network site where bulletins and specials are featured.

GENERAL PROVISIONS. Company will not be liable for any errors committed by the AUTHORIZED AGENT and shall not be liable to AUTHORIZED AGENT or to any third party for any acts of the AUTHORIZED AGENT. The AUTHORIZED AGENT does not and will not have authority to bind, commit or obligate Company and its partners, subsidiaries and parent company by any promise or commitment unless received specific expressed permission in writing for each individual transaction.

AUTHORIZED AGENT will pay any and all penalties issued by suppliers immediately (air, land, cruise, tour) and will alert Company immediately of any errors made by AUTHORIZED AGENT. In case the AUTHORIZED AGENT does not cover any penalty or client payment when due the AUTHORIZED AGENT authorizes Company to use any and all means to collect those funds from the AUTHORIZED AGENT without having to obtain a judgment. AUTHORIZED AGENT will defend the Company in all cases arising from any and all AUTHORIZED AGENT actions.

Company is not responsible or liable for any direct or indirect loss of business or inconveniences resulting from malfunctions, downtime, failures or maintenance of any hardware, software, web page hosting, cable lines, internet or intranet. Neither party shall be responsible for downtimes, software failures, delays, or nonperformance caused by acts of God or governmental authority, strike or labor disputes, breach of contract by suppliers, accidents or any other cause beyond the reasonable control of that party.

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

The laws of California shall govern this agreement. In case of a dispute the prevailing party will receive reimbursement for attorney fees and expenses. Remedies - Any controversy or claim arising out of or relating to this Agreement shall be settled by the courts of Orange County, California.

This agreement is a complete understanding between the parties and any modification or addendum has to be done in writing signed by both parties.

The AUTHORIZED AGENT agrees that he/she will abide by all government laws and regulations.

Signed by you (AUTHORIZED AGENT) at (city) Date

Your SignaturePRINT YOUR NAME

For AuthorizedAgents.com: Signature TITLE.....

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Please use this credit card in the amount of _____, which is the yearly fee depending on plan. The card will only be used to charge fees, if applicable. In addition it may be used to cover any penalty or cancellation fee put on by the supplier for your bookings.

Credit Card number _____

Expiration date _____, Security Code _____

Under name of _____

Please send or fax this form to 949 248-4280 with clear copy of your driver's license. We will call you to talk and see if there is a mutual fit. Unlike certain hosts we do not take everyone and want to make sure that both you and we will be happy with the relationship.

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