



## INDEPENDENT TRAVEL CONSULTANT AGREEMENT

AGREEMENT BETWEEN ASAP Cruises, Incorporated, dba Cruises and Tours Unlimited, (herein referred to as "the Company") located at 9125 Phillips Highway, Jacksonville, FL 32256 and \_\_\_\_\_, an Independent Contractor (known as "Independent Travel Consultant"). The Independent Travel Consultant shall be identified as follows:

Name: \_\_\_\_\_

Type of Entity (Please check one):

If a Partnership, Corporation or Limited Liability Company, please provide evidence of your existence (such as a Certificate of Partnership, Articles of Incorporation or Articles of Organization).

- \_\_\_\_\_ Individual
- \_\_\_\_\_ Sole proprietorship
- \_\_\_\_\_ Partnership (State of formation: \_\_\_\_\_)
- \_\_\_\_\_ Corporation (State of formation: \_\_\_\_\_)
- \_\_\_\_\_ Limited Liability Company (State of formation: \_\_\_\_\_)

Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Social Security or Employer Identification Number: \_\_\_\_\_

Principal Owner(s) if a Partnership, Corporation or Limited Liability Company and percentage owned: \_\_\_\_\_

Email Address \_\_\_\_\_

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

## WORK

### TO BE PERFORMED BY INDEPENDENT TRAVEL CONSULTANT:

Company desires that the Independent Travel Consultant perform, and the Independent Travel Consultant agrees to perform, the following work: Sales of cruises, tours or vacation packages, including ancillary, related products, such as hotels, air arrangements, etc. as provided by vendors designated by the Company (the "Travel Services").

### TERM OF AGREEMENT:

The Travel Services called for under this Agreement shall commence on the date this Agreement has been accepted and signed by the Company and shall, unless terminated as described below, continue for a one (1) year term and shall automatically renew for an additional one (1) year term on the anniversary date thereof.

This Agreement may be terminated at any time upon thirty (30) days written notice by either party for any reason. In addition, this Agreement may be terminated immediately by the Company upon written notice to the Independent Travel Consultant upon a breach of any material provision of this Agreement which is not remedied or cured by the Independent Travel Consultant within ten (10) days after written notice to the Independent Travel Consultant identifying and detailing the alleged breach. Following termination of this Agreement, Independent Travel Consultant will not and will not attempt to transfer pending or booked reservations to another agency or cancel or attempt to cancel any of said reservations or induce, encourage or solicit any client to rebook a pending or booked reservation at another agency.

This agreement may also be terminated, at the Company's sole discretion, if the Independent Travel Consultant makes no sales for 6 months or longer, ceases to pay the required monthly fee described in Exhibit "A" and/or fails to respond in a timely manner to attempts to be contacted by the company. In addition, The Company reserves the right to terminate any Independent Travel Consultant without notice if, at The Company's sole discretion, it is determined the Independent Travel Consultant commits any act of moral turpitude, violates The Company's Terms of Service, incorporated herein by reference, or The Company determines, at its sole discretion, that this agreement is harmful to The Company in any way.

In the event of termination, a \$25 reconnect fee may apply if The Company, at its sole discretion, determines to reinstate the Independent Travel Consultant under the terms of this agreement or the then current version of this agreement at the time of their reconnection.

Notwithstanding the termination of this Agreement as described above, the Company will continue to pay commissions on all reservations previously booked as defined by the Commissions section of this Agreement. Additionally, without exception, all client data, booking data, and all other data created by the Independent Travel Consultant within the technology platforms is owned and controlled by the Independent Travel Consultant.

#### INDEPENDENT TRAVEL CONSULTANT STATUS:

The Parties hereto acknowledge and agree that Independent Travel Consultant is an independent contractor in the performance of the Travel Services for which the Independent Travel Consultant is solely responsible for its actions and inactions. There is no employer / employee relationship between the Company and Independent Travel Consultant.

Independent Travel Consultant is solely and expressly responsible for rendering the Travel Services contemplated herein in accordance with all applicable federal, state and local laws, rules and regulations, including laws pertaining to the offering and sale of travel services. Any permits or licenses required for the Independent Travel Consultant to conduct the Travel Services business are the sole responsibility of Independent Travel Consultant as are any expenses related thereto. Any Independent Travel Consultant that engages in business in the State of Florida shall provide evidence of registration with the State of Florida to the Company within twenty (20) days following receipt of proof of filing from the State and on an annual basis thereafter.

Independent Travel Consultant shall have the right to control and determine the method and means of performing the Travel Services to its clients. The Company shall not have the right to control or determine such method or means.

#### FEES:

Independent Travel Consultant will pay no less than \$10 per month for Errors and Omissions Insurance as defined in the then current binder available from the E&O Insurance page available once logged into OutsideAgents.com, access to MAGcrm and other valuable products and services. Independent Travel consultant will pay such agreed to fees as defined herein on a month to month basis. Should said Independent Travel Consultant decide to terminate this agreement, all client and transactional data shall remain available to the agent for the duration of their remaining billing cycle.

The Company offers several optional services in which the Independent Travel Consultant may elect to participate on a fee basis. The current services and fee schedule is attached hereto as Exhibit "A". The Independent Travel Consultant may elect to participate by registering for said products and/or services through the portal found by logging into <http://www.outsideagents.com>.. Enrollment in optional services as described in Exhibit "A" or as may be offered by The Company is not required now or at the time of signing this contract. The Independent Travel Consultant may

enroll or cancel at any time without penalty. Services offered, their features, and their pricing are subject to change.

#### SOFTWARE AND WEB SERVICES:

All technology, services, and products are offered as is without warranty including but not limited to warranties of suitability to purpose. While The Company will make every reasonable effort to make its technology, services, and products available to the Independent Travel Consultant, The Company is not liable for lost business, lost revenue, or any other losses to The Independent Travel Consultant as a result of using its technology, services, and/or products.

The Independent Travel Consultant understands all technology, services, and products are provide with subscription with The Company for the Independent Travel Consultants use *WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. The Independent Travel Consultant understands that use of the Company's technology, services and products are at the Independent Travel Consultants sole discretion. However, The Company may impose additional fees as it deems appropriate at its sole discretion for those agents choosing not to use same.*

#### TAX INFORMATION:

The Company shall not withhold or pay federal, state, or local income tax or payroll tax of any kind on behalf of the Independent Travel Consultant or the employees of the Independent Travel Consultant. The Independent Travel Consultant shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes. The Independent Travel Consultant shall deliver to the Company upon execution and delivery of this Agreement, an IRS Form W-9 disclosing the Independent Travel Consultant's tax identification number.

#### INDEPENDENT TRAVEL CONSULTANT TAX DUTIES AND LIABILITIES:

The Independent Travel Consultant understands that he or she is responsible to pay, according to federal, state and local law, all of Independent Travel Consultant's income and employment taxes due and owing as a result of the commissions paid by the Company hereunder.

#### RESPONSIBILITY FOR WORKERS' COMPENSATION:

The Company shall not obtain workers' compensation insurance covering the Independent Travel Consultant or employees of the Independent Travel Consultant.

The Independent Travel Consultant shall comply with the applicable workers' compensation law concerning the Independent Travel Consultant and the employees of the Independent Travel Consultant.

#### GENERAL TERMS AND CONDITIONS:

As an Independent Travel Consultant, you will be able to book cruises and vacations with most cruise lines and other travel vendors. You must use our company name, the specific credential required by the vendor as listed on the vendors respective Supplier Information page available after logging into OutsideAgents.com, and your first and last name when booking travel for your clients. All related payments must be routed through the respective vendor and submitted to The Company as described herein. Note, The Company reserves the right to approve or disapprove all sales of cruise lines, tour operators, consolidators, etc. within 48 hours of the Company's receipt of the required reservation booking information.

The Company will occasionally market specific travel offers through our Independent Travel Consultants, i.e., blocked group space cruises, preferred rates or commissions, etc. These offers will be marketed on a non-exclusive basis.

More than one Independent Travel Consultant may be appointed in the same marketing area at the discretion of the Company, however, the Company uses its reasonable best efforts not to appoint more representatives than any given area can support.

As an Independent Travel Consultant, The Company recommends that you may also establish a separate travel business, agency, company, corporation or entity. The Independent Travel Consultant understands that doing so may affect coverages afforded to the new entity under The Company's insurance binder referenced herein. Additionally, the Independent Contractor understands they are responsible for selecting a company name and logo (if a Logo is desired) other than that of the Company. Any use by the Independent Travel Consultant of the Company name, logo, forms, printed or electronic marketing materials, or other intellectual property of the Company must be approved in advance in writing by the Company. In all events, any use of the name: CRUISES & TOURS UNLIMITED, OutsideAgents.com, or MyAgentGenie.com and their respective logo and/or trademark or service mark including use in all advertisements and websites shall include a statement that the Independent Travel Consultant is an "Independent Agent of FST No. ST15578 and CST No. 2090937-50". If you reside in the state of Florida, you must also file for an exemption in the state and add your T.I. number to the preceding statement to read "T.I. # *(your T.I. number)*, independent agent for FST No. ST15578 and CST No. 2090937-50."

The Company is not responsible for any expenses whatsoever incurred by Independent Travel Consultant in the performance of the Travel Services. Neither the Independent Travel Consultant nor any of its employees has any authority, under any circumstances, to commit the Company to any binding obligations or contracts with clients or suppliers unless specifically and previously authorized to do so by the Company in writing. The Independent Travel Consultant will make

no representation to any client or supplier that he/she has authority to bind the Company.

The Company shall not be liable for any expenses incurred by the Independent Travel Consultant including, but not limited to, advertising, postage, telephone calls, mileage, and entertainment expenses.

The Company shall not be liable to the Independent Travel Consultant or any third party for any of the Independent Travel Consultant's acts, promises, commitments, price quotes, rebate quotes, etc. and in the event of any dispute, litigation, or legal expenses stemming from any transaction involving the Independent Travel Consultant, he/she shall be liable for all expenses connected with such a dispute and shall indemnify the Company in the manner hereinafter provided. To the extent the Independent Travel Consultant or the Company maintains errors and omissions insurance to insure against any such claims, the Independent Travel Consultant acknowledges and agrees that it shall be responsible for any of the expenses described above in the event a claim is denied or not covered by insurance (or is subject to a deductible) and the Company shall have no liability for recommending or offering to provide such insurance or for the suitability of such insurance as to the Independent Travel Consultant's business.

Independent Travel Consultant may hire, supervise and pay for assistants, employees, and agents deemed necessary or desirable by the Independent Travel Consultant to perform the Travel Services. Independent Travel Consultant will also be responsible for paying all expenses attributable to such assistants, employees, and agents, including income taxes, unemployment insurance and Social Security taxes, and will maintain workers' compensation insurance for such individuals as required by their state.

Independent Travel Consultant shall perform the Travel Services at its own office, shop, rental space or home office within the discretion of the Independent Travel Consultant and at its expense. The Independent Travel Consultant shall be responsible for all telephones, fax numbers, computers and other office equipment deemed necessary by the Independent Travel Consultant for the performance of the Travel Services. No work, however, may be performed by Independent Travel Consultant at any of the Company's sites unless a support fee is paid and the arrangement is pre-authorized by the Company.

Independent Travel Consultant is paid for the sale of travel and receives a straight commission. Independent Travel Consultant can realize a profit or suffer a loss from the performance of its services. Independent Travel Consultant may perform services for, or be an employee of, several businesses at one time. Independent Travel Consultant can perform work when, where, how, and in the sequence it chooses and can set its own hours of work. Independent Travel Consultant is responsible for obtaining its own materials, brochures, training, etc. The Company neither insures nor guarantees the work performed by Independent Travel Consultant and is not liable nor responsible for any other irregularity or any consequences resulting therefrom.

## RESERVATIONS

The Independent Travel Consultant shall be responsible for making all bookings for its clients directly with the travel vendors either electronically or telephonically. WHEN DEALING WITH VENDORS, THE INDEPENDENT TRAVEL CONSULTANT MUST IDENTIFY YOURSELF AS AN OUTSIDE AGENT OF THE COMPANY AND PROVIDE YOUR FIRST AND LAST NAME, THE NAME OF THE COMPANY (CRUISES & TOURS UNLIMITED), AND TELEPHONE NUMBER OF THE COMPANY (904-739-2224) OR OTHER CREDENTIAL AS SUPPLIED ON THE SUPPLIER INFORMATION PAGE FOR THAT VENDOR TO THE VENDOR WHEN MAKING BOOKINGS, PAYMENTS, CHANGES, CANCELLATIONS, ETC.

It is the responsibility of the Independent Travel Consultant to make the reservations for its clients and immediately submit a reservation form electronically (using the Company's website referred to as MAGcrm as provided by the Company on the Company website) with the payment information, so that it reaches the Company's office within 48 hours of the booking. It is also the Independent Travel Consultant's responsibility to insure all required information regarding all bookings reaches the Company in a timely manner as described herein. The Company assumes no responsibility for the consequences of booking information submitted incorrectly or outside the timely manner described herein. The Company reserves the right to retain \$25 of commissions payable to an Independent Travel Consultant on bookings not properly submitted to the Company within 48 hours of booking to cover research costs incurred by the Company. Further, in no circumstances shall any bookings submitted after the date of travel or for which commission research is requested more than one year from the travel date be commissionable to the Independent Travel Consultant.

Any changes that occur after the original reservation must be submitted electronically or telephonically to the vendor by the Independent Travel Consultant, and submitted to the Company using the electronic method described above via the Company website within 48 hours of the change. The Independent Travel Consultant is responsible for assuring that the booking form is complete and accurate before a reservation is booked. The Independent Travel Consultant shall keep a copy of each booking in order to check for accuracy. The Independent Travel Consultant is responsible for confirming the client's correct address for document delivery.

## CLIENT PAYMENTS

Without prior written consent by the Company, clients must make all payments and deposits via the client's debit or credit card. Payments made by credit card can be called in directly to the vendor by the Independent Travel Consultant, inputted directly through the vendor's website or through the Company's website technology. The Independent Travel Consultant shall not and is not authorized to accept a cash payment or any monetary instrument made payable to the Independent Travel Consultant. All checks, money orders, cashiers checks, if pre-authorized in writing by the Company, must be made out to "Cruises and Tours Unlimited." Further, under

no circumstances are non-credit card payments to be sent directly to any vendor. The Independent Travel Consultant shall inform its clients that these charges may appear on their credit card or bank statement as "Cruises and Tours Unlimited" or "OutsideAgents.com" or as a specific vendor or merchant.

The Independent Travel Consultant agrees that it shall be liable for all credit card and debit card charges placed on an account by the Independent Travel Consultant or its employees or agents, or through the Independent Travel Consultant's login credentials or via telephone on any credit card or debit card in the event that such charge amounts are declined or for which charges are paid and subsequently charged back for whatever reason, including the unauthorized or fraudulent use of the credit card. This liability shall include all costs incurred by the Company as a result of said transaction or transactions. Reimbursement will be made within ten (10) days from your initial notification to us of such declined charges or chargebacks.

Within seventy-two (48) hours after each booking submitted by the Independent Travel Consultant, the Company will send to Independent Travel Consultant a confirmation email or letter indicating pertinent information, i.e., travel date, ship/property, deposit received, balance due and date, document requirements, insurance information, client names, etc. The Independent Travel Consultant must promptly forward these notifications to its clients. In addition, the Independent Travel Consultant must forward the client version of the vendor's confirmation to their client when such documents are available. It is the Independent Travel Consultant's sole responsibility to insure that its clients receive these documents. The Independent Travel Consultant should be aware of all travel that requires a United States passport and other documentation required for travel and should advise Independent Travel Consultant's clients of these requirements, including the estimated time to obtain a passport if the client does not have one.

It is the Independent Travel Consultant's sole responsibility to process all deposits and subsequent payments and follow up with the client if necessary and to call-in those supplementary and final payments made by credit card. It is also the responsibility of the Independent Travel Consultant to obtain and apply supplementary and final payments with the appropriate vendor in a timely manner and notify the Company of said payments within 48 hours of application.

In the event that a payment is disputed or revoked by a client of the Independent Travel Consultant for any reason and the Company is held financially responsible by a vendor for the amount of said payment, the Independent Travel Consultant agrees to reimburse the Company for any monies paid to the vendor by the Company (or offset by the vendor against other monies owed to the Company) as a result of said dispute or revocation within ten (10) days.

Should any litigation be necessary for collection of any money due to the Company under this section of this Agreement, the Company is entitled to recover a reasonable sum for its costs and attorney's fees, including matters at trial, on appeal or in any bankruptcy proceeding, including any avoidance action brought under the federal bankruptcy code. In addition, the Independent Travel Consultant



shall pay a finance charge of 1.5% per month equal to an annual rate of 18% on all accounts past due.

Should collections be necessary for collection of any money due to the Company, the Company is entitled to recover a reasonable sum for its collection costs. In addition, the Independent Travel Consultant shall pay a finance charge of 1.5% per month equal to an annual rate of 18% on all accounts past due.

## COMMISSIONS

Independent Travel Consultant will receive a percentage of the actual commission received by the Company for client bookings made by the Independent Travel Consultant determined as follows:

1. The Independent Travel Consultant will receive 80% of "gross commissions" on all bookings the Independent Travel Consultant makes without the involvement of the Company to complete the booking. For purposes hereof, net commissions shall mean 80% of the gross commission received by the Company LESS discounts, rebates, ship credits, upgrades or gifts given to clients by the Independent Travel Consultant. The Company reserves the right to retain no less than \$25 net minimum per booking if Independent Travel Consultant is found, within the Company's sole discretion, to be abusing the ability to discount, rebate, or otherwise manipulate pricing and yield of products offered through the Company.
  - a. An over-ride of 10% shall be paid to agents receiving more than \$10000.00 in commission from The Company annually on a rolling 12 month basis as determined by The Company bringing total commission to 90% of all commissions paid to The Company by the vendor.
  - b. An over-ride of 15% shall be paid to agents receiving more than \$40000.00 in commission annually from The Company on a 12 month rolling basis as determined by The Company bringing total commission to 95% of all commissions paid to The Company by the vendor.
2. The Company will use its reasonable best efforts to insure the Independent Travel Consultant's clients always deal directly with the Independent Travel Consultant. If the Company inadvertently markets directly to a client of the Independent Travel Consultant AND makes the booking, Independent Travel Consultant will receive half of the net commissions earned as indicated in the first paragraph above. In these cases, Independent Travel Consultant will handle any future requests, bookings, inquiries, etc. from the client concerning the booking of future purchases and receive the normal commissions as indicated in the first paragraph above.
  - a. In the event a booking is completed by the Company due to Independent Travel Consultant not being available to do so and IF NO OTHER WORK IS REQUIRED of the Company by the client at the time of completing the booking (i.e., additional quotes, air deviation requests, pre/post package requests, etc.), Independent Travel Consultant will

receive half of the net commissions earned as indicated in the first paragraph above. In these cases, Independent Travel Consultant will service the client's booking and handle any future requests, inquiries, etc. from the client concerning the booking and receive the normal commissions as indicated in the first paragraph above. IF OTHERWORK IS REQUIRED, the Company reserves the right to retain all agent commissions from the booking or bookings creating said work for the Company.

3. For bookings the Independent Travel Consultant makes for itself and family, friends, etc., commissions are paid as follows: A. The Independent Travel Consultant shall be paid 100% of the net commissions for their own personal travel less a processing fee of no more than \$25 per booking; B. The Independent Travel Consultant shall be paid their regular commission split as described herein the gross commissions for all others traveling with you, including family, friends, co-workers, etc.

a. In order to take advantage of agent rates, familiarization trips, and/or the \$25 net processing fee stipulated above, the Independent Travel Consultant must achieve and maintain a 3 to 1 ratio of sales to actual clients (other than the Independent Travel Consultant) to bookings for the Independent Travel Consultant 's own personal travel.

b. The Independent Travel Consultant shall not, except as authorized by the Company prior to a booking, receive commissions on bookings for their own personal travel until achieving at least 3 client bookings.

c. In no case shall the Independent Travel Consultant be allowed to book two or more accommodations or reservations for the same travel date for itself or with their name as the traveler at regular, discounted, and/or at the agent rate described above.

4. Any gifts to the client, such as wine, shall be charged 100% to the Independent Travel Consultant and may be deducted from any commissions payable hereunder.

5. It shall be the responsibility of the Independent Travel Consultant to document and collect any commissions not paid to the Company for which the Travel Consultant desires to be paid for any bookings made with preferred or non-preferred suppliers as determined by the Company.

## MARKETING

Independent Travel consultant shall, at all times, comply with all marketing requirements of the vendors they represent by virtue of the Independent Travel Consultant's relationship with the vendor through The Company including but not

limited to use of logos, advertising channels and venues, placement, copy, offers, promotions, and all other requirements of the vendor.

From time to time, vendors may offer co-operative marketing support in the form of collateral, materials, and financial support. This support will be approved by the vendor based on collaboration with The Company. Under no circumstances shall this support be available to the Independent Travel Consultant without the prior endorsement of the Independent Travel Consultant and/or their marketing project on a case by case basis by The Company to the vendor. Additionally, under no circumstance shall said support be available after the termination of this contract with the Independent Travel Consultant whether said termination is written or implied by cause.

## VENDOR RELATIONS

The Independent Travel Consultant is free to book and work with any vendor they choose including direct competitors of The Company. The Independent Travel Consultant agrees to give 30 days written notice of their intent to create a direct booking relationship with any vendor with which they had little or no prior defined relationship prior to the execution of this agreement. Failure to provide such notice will, at The Company's sole discretion, result in the termination of this agreement without notice.

## COMMISSION PAYMENTS

Commissions will be paid to the Independent Travel Consultant on or around each Tuesday of each calendar month excluding holidays following receipt of commission payment from suppliers or client after the client travels. A detailed accounting of said payments will be made available by the Company to the agent via the Company's website. As an Independent Travel Consultant is a self-employed independent contractor, the Company will not deduct any taxes from the Independent Travel Consultant commissions. The Company will issue a 1099 in the following year. The Independent Travel Consultant must declare all income on their tax return.

## COMMISSION ADJUSTMENTS

If commissions go up or down to the Company prior to a travel date, Independent Travel Consultant commission will always be based on the Company's actual commission received, less any discounts, rebates, ship credits, upgrades, or gifts given to clients. The Company shall have the right to deduct from commission payments due to the Independent Travel Consultant any amounts owed for services, supplies, or commission adjustments provided by or through the Company to the Independent Travel Consultant in the previous months.

The Independent Travel Consultant agrees to reimburse The Company for any overpayments on demand.

The Company reserves the right to withhold future commission payments due to The Independent Travel Consultant to satisfy any such commission adjustments.

## GROUPS

If the Independent Travel Consultant books into the Company group space, the Independent Travel Consultant may choose to add-on an additional charge to your client. This additional charge will be treated as increased gross commission, to be split in the customary manner described above.

The Independent Travel Consultant may choose to retain one earned free berth in any group for its own use or the free berth may be used as a credit to reduce the total charges of the client group. If the Independent Travel Consultant earns free berths, for any group, that are not passed on to the client, or that the Independent Travel Consultant does not retain for its personal use on the sailing for which the free berth was actually earned, the dollar value of the free berth will be treated as additional gross commission received by the Company, to be split in the customary manner as described above. The dollar value of free berths over and above those used for the client or used by the Independent Travel Consultant will be treated as additional gross commission received by the Company, to be split in the customary manner as described above.

If the Independent Travel Consultant wishes to book individuals into group space reserved by the Company, they must call or email the Company first to ensure availability still exists.

For groups that the Independent Travel Consultant organizes and sells themselves, it will be your responsibility to work with the vendor representative to block group space, arrange for group incentives, and request that contracts be sent to the Company. For all individuals booked into any group space, the Independent Travel Consultant must obtain deposits on or before the option dates and apply them to the appropriate bookings with the vendor telephonically or electronically in such manner as to satisfy the vendor's requirements.

## INDEMNIFICATION

In addition to any other provisions contained herein regarding reimbursement of fees, costs, expenses or damages incurred by the Company hereunder, in the event the acts or omissions, negligence, non-compliance with vendor requirements, violations of law or any other act or lack thereof of the Independent Travel Consultant, or any of its employees or agents, including any negligent or intentional act, any act or omission allegedly constituting negligence or any act not authorized under the terms of this Agreement causes the Company to incur costs, losses, damages, claims, demands or liabilities of any kind, including attorneys' fees and costs, whether incurred at trial, on appeal or in bankruptcy (collectively "Damages"), the Independent Travel Consultant agrees to indemnify and hold the Company harmless from and against such Damages (not otherwise covered by insurance) which arise out of or relate to or are attributable to any and all of such acts or omissions by the Independent Travel Consultant or any of its employees or agents.

The agreement of the Independent Travel Consultant to indemnify the Company as set forth above shall survive the expiration or termination of this Agreement.

## MISCELLANEOUS

Any use of any portion of the Company's website [www.outsideagents.com](http://www.outsideagents.com) by the Independent Travel Consultant constitutes agreement to the terms and conditions of the most current form of this Agreement found at <http://forms.outsideagents.com/forms/contract2016c-b-1.pdf>.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been received by the person to whom it is addressed when delivered if delivered in person, via email with or without confirmation of receipt from recipient, via email without bounce notification by the recipient's email provider, or automated confirmation as provided by return receipt from major email clients, or three (3) days after it is deposited in the United States mail, if mailed by certified or registered mail, postage prepaid and addressed to the appropriate party at the address set forth on page 1 of this Agreement or at such other address as hereinafter provided by a party in accordance with the notice provisions as described herein.

Should any part or provision of this Agreement, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid or illegal portions thereof eliminated.


All the provisions herein contained shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto, provided, however, that the Independent Travel Consultant may not assign this Agreement in whole or in part to any other person or entity, by operation of law or otherwise, without the prior written consent of the Company. Any attempted assignment by the Independent Travel Consultant without the Company's prior written consent shall be null and void.

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, letters of intent, negotiations and discussions, whether written or oral, of the parties with respect to the subject matter hereof. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. In the event of any legal action or proceeding arising from this Agreement, the parties agree that the state court forum for said litigation shall be in Duval County, Florida, in the court of appropriate jurisdiction, and that

the federal court jurisdiction shall be in the Middle District of Florida in Duval County, Florida. The parties hereto submit to the exclusive jurisdiction of such courts and hereby waive any objection or defense to such jurisdiction or venue, including any defense based upon inconvenient forum.

THE UNDERSIGNED UNDERSTANDS AND AGREES WITH THE CONDITIONS AND LIMITATIONS OF THIS AGREEMENT AND AGREES TO BECOME AN INDEPENDENT TRAVEL CONSULTANT IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL ACCEPTED BY THE COMPANY BY EXECUTION OF THIS AGREEMENT AND DELIVERY OF AN EXECUTED COPY TO THE INDEPENDENT TRAVEL CONSULTANT.

Independent Travel Consultant	Cruises & Tours Unlimited/OutsideAgents.com
Signature:	Signature: 
Date:	Date:
Print Name Below:	Print Name Below: Chad Burt
Print Title Below (if applicable):	Print Title Below (if applicable): Co-Owner

TO "GET ON BOARD" TODAY:

Print out & complete this agreement, sign where noted, and send to Cruises and Tours Unlimited at:

Cruises and Tours Unlimited  
8030 Phillips Highway, Suite 13  
Jacksonville, FL 32256  
Attn: Outside Sales

OR

Fax to 904.739.3219

OR

Scan and email to [marty@iwantacruise.com](mailto:marty@iwantacruise.com)

We want you to be fully informed and confident with your decision to earn money as an Independent Travel Consultant with Cruises and Tours Unlimited so please do call us with your questions. We can be reached at 1-866-208-5604 or FAX us at 904-739-3219. You can email us at [chad@iwantacruise.com](mailto:chad@iwantacruise.com).

We look forward to hearing from you.

## **EXHIBIT “A”**

### Fee Schedule

#### Optional Services and Fees

(All can be subscribed to/purchased online inside [www.outsideagents.com](http://www.outsideagents.com). None are required now or at anytime. All are described in detail inside [www.outsideagents.com](http://www.outsideagents.com).)

My Out of Office Genie: \$10/day with 3 day minimum.

No other optional products or services available at this time. All products and services are included in their respective subscription packages.

Prices are subject to change.