

# *Incentive Connection Travel, Inc*

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Incentive Connection Travel Building  
13029 North Cave Creek Rd., Phoenix, Arizona 85022 Phoenix Arizona 85022  
(602) 867 9606 Fax: (602) 867 9216  
MEMBERS OF ARC / IATA / CLIA / ASTA/NACTA E-Mail: harvey@ictravel.com  
web address: www.ictravel.com

## **Independent Contractor Agreement**

This agreement made this    day of    , 20    , between Incentive Connection Travel, Inc, a host travel agency, having its principal place of business at 13029 N. Cave Creek Road, Phoenix, Arizona 85022 hereinafter referred to as "ICT", and,

Name of Independent Contractor (Legal Owner): \_\_\_\_\_

IC Business Name: \_\_\_\_\_

Of (Street): \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (    )    -   

Hereinafter referred to as the independent contractor ("IC").

Whereas, the travel industry no longer is regulated with respect to fixed selling prices.

Whereas, certain persons do not wish to be employees of appointed travel agencies whereby they must follow the rules governing employees of those agencies, nor do they choose to be appointed and bonded full service travel agency owners.

Whereas, ICT is desirous of increasing profits by selling travel to market segments that are not now available to it by offering an alternative to persons with a travel client following choosing to be independent contractors.

Therefore, in consideration of the foregoing and the following terms and conditions, ICT and Independent Contractor (IC) agree:

**1. IC Agreement:** You may apply for affiliation with ICT by submitting this completed **IC Agreement and Support Package Application, photo copy of a valid Government Photo ID (Drivers License with Photo, Passport.....)** Submitting this indicates your agreement with and acceptance of these Terms and Conditions, as may be amended from time to time by ICT in its sole discretion. ICT may amend these Terms and Conditions at any time by posting the amendments on ICT's website, [www.ictravel.com](http://www.ictravel.com). All amendments shall automatically be effective upon the effective date specified on [www.ictravel.com](http://www.ictravel.com).

**2. Your Approval by ICT as an IC:** You will become an active IC immediately upon (i) ICT's receipt and collection of your Support Package fee, (ii) ICT's completion and acceptance of your background check and (iii) receipt of this completed and signed IC Agreement. Your Support Package is For a One Year Term: Automatic Renewal: Your affiliation will be effective for one (1) year from the date you are approved by ICT. Unless you or ICT elect not to renew your affiliation by providing written notification of the same at least thirty (30) days prior to the expiration date of your affiliation, your affiliation will be automatically renewed on an annual basis.

**3. IC Duties:** As an IC, you shall (i) support the travel industry and ICT by promoting, generating and creating travel sales for the duration of your Affiliation (ii) act according to the professional standards of the travel and tourism industry and ICT and (iii) comply with this Agreement and changes as available on [www.ictravel.com](http://www.ictravel.com), as the same may be amended by ICT from time to time in its sole discretion. You acknowledge and understand that ICT has provided the ARC/IATA/CLIA # for the sole purpose of booking travel with Travel Suppliers. The ARC/IATA/CLIA # is to be provided to these Suppliers for the purpose of issuing commission payments directly to ICT. Agents are not to use the ARC/IATA/CLIA # for the purpose of booking travel in which the Travel Supplier deducts any payment of commission due and payable to ICT, providing the IC with a rate net of commission. Any deviation from this policy will result in your Affiliation being placed under a probationary status and may result in termination.

**4. IC's Right to Control:** ICT will furnish no leads to IC but will help IC build IC's business. IC must represent to the general public that IC owns a travel business. IC is not restricted to any specific territory. ICT may offer IC bonuses, discounts, contests, and other incentives to induce maximum effort. Recognizing that IC's have specific and unique skills necessary to run their travel business, ICT

offers no supervision of any type to IC. IC determines IC's place of work, time schedule, rules of work, quality of work, and controls collection of client funds. No oral or written reports will be required from IC at any time except for commission reporting. Attendance is not mandatory for any function or meeting.

**5. IC's Own Business:** IC agrees to operate IC's own business and set IC's own hours of operation over which ICT has no control. IC shall bear all risks financially for IC's advertising, promotions, delivery, premium mail services, client gifts, print costs, business cards, letterheads, invoices, office supplies, charity contributions, auto expense, legal fees, accounting fees, bad debts, mistakes in tickets or documents, quotes or collections, client deposits up front, business travel expense, medical and hospital insurance, dues and subscriptions, auto and personal liability insurance, business insurance, state and federal income taxes, payroll taxes if employees are hired, FICA, SDI, unemployment tax, and workmen's compensation insurance and hold ICT harmless there from. It is the sole responsibility of the IC to pay for repairs of personal property used for business purposes (e.g. personal computers, printers, calculators, etc.). IC shall obtain any necessary business license if required, Employee Identification Numbers and withhold properly for any of its employees, holding ICT harmless there from. IC agrees to follow the rules and laws of outside agencies governing the travel industry. IC indemnifies ICT from any such obligation arising from IC's violations of any governing body. You are at least eighteen (18) years of age; you will notify of ICT of any change of information (including credit card information) as soon as practicable after such change; and you have not become an IC solely to obtain benefits that may be offered by travel and tourism suppliers to the travel agency community or to ICT ICs. IC agrees to abide by rules and regulations that are set by suppliers. Supplier means any entity offering travel and/or travel related products for resale to the public by an accredited agent or agency. Suppliers include, but are not limited to Tour Operators, Airlines, Cruise Lines, Insurance Companies. IC agrees to never violate these rules and/or regulations. Should IC violate any rule or regulation that results in a financial loss to ICT, IC agrees to reimburse ICT within 10 days of presentation of the demand for reimbursement by the supplier.

**6. ICT Liability to IC Client:** Other than providing legal tickets and documents in a timely manner in accordance with the law, ICT neither assumes nor accepts any liability to any IC client.

**7. IC Right to Price:** IC has the right to resell any such travel at any price IC chooses and profit by the difference between costs and selling price; therefore, the cost of discounting is the sole responsibility of the IC and must be paid for out of the IC's portion of the profit. All of IC's activity must conform to all federal, state and local laws and statutes as well as supplier requirements and regulations.

**8. IC's Liabilities / No Employee Relationship:** ICT and IC agree that IC's purchases are not an essential or integral part of ICT's regular business. IC acts to further IC's business, not that of ICT. All tickets and documents sold by IC to IC's clients are provided in the name of disclosed principals such as airlines, cruise lines, hotels, tour companies, car rental companies, etc. ICT has no right or power to correct improperly handled orders by IC other than stated elsewhere in this agreement. IC is solely responsible for any misquotes or any monies due IC's clients due to IC error. IC is not a bonded employee of ICT. IC is not an agent of ICT. Quotations, pricing, disclosed or undisclosed defaults, supplier bankruptcies and correct information for clients are the sole responsibility of IC.

**9. Insurance/Claims:** ICT does not provide IC with Workman's Compensation Insurance, State Disability Insurance, Auto or any form of liability insurance, because IC is outside the scope of such employee benefits. IC agrees to hold harmless and indemnify ICT against any claim for injury that may occur to IC in performance of IC's duties.

**10. IC's Use of ICT Name and Identification Numbers:** IC agrees to never use ICT's name or ARC, CLIA, IATAN, ASTA, CST # or any other identification number for any reason or with any supplier without ICT's knowledge.

**11. Proprietary Information:** While associated with ICT as an IC you have access to extremely confidential, proprietary information. This information is typically, but not limited to, special pricing/commission programs from our vendors, agent website information, marketing programs and business strategies and is unique to ICT. These programs are for your use in furthering your travel business while affiliated with ICT. Under NO circumstances can this information be shared with any travel provider (supplier or agency) or outside entity without written consent from Robert Siamon or Harvey Siamon. IC agrees to cease the use of said numbers and programs upon termination or ICT affiliation and agrees to not represent him/her self as an IC of ICT.

**12. ICT to Pay IC by the 20th of Each Month / Bookings Must be in Agent Access or other system provided by ICT:** IC's are sent checks by the 20<sup>th</sup> of each month, unless circumstances arise beyond ICT's control, in which case the check will be sent as soon as practicable and are paid in the month following traveler departure provided that commission is received from supplier. ICT expects all bookings to be entered into Agent Access or other system provided by ICT in a timely manner. Any entry past six months of completion of travel will not be paid or a research fee will be charged. It is IC's sole responsibility to review all payment and productivity reports sent by ICT. Any discrepancy in any ICT provided payment or report must be reported to ICT by IC within 60 days of receipt of said report.

**13. Accounts Receivable:** It is IC's sole responsibility to collect from clients who have been extended credit. If money cannot be collected, then IC must pay the bill personally. Payment must be collected and paid to ICT within seven (7) days of the extension of credit. IC will not receive credit for the sale until payment is collected and will receive no credit for the sale if payment is not made within 30 days.

**14. Debit Memos:** If debit memos are received that pertain to an IC booking, it is the IC's responsibility to contact the supplier to correct the discrepancy that generated the debit memo within 7 days of notification to the IC. ICT's bookkeeping department will provide a copy of the debit memo to the IC. If IC is not successful to IC's satisfaction, IC maintains the right to continue to dispute the debit memo. In any case, IC is responsible for payment to ICT of any debit memo 30 days after receipt.

**15. Commission Receivable:** In the event that ICT is unable to collect outstanding commissions due from a supplier through normal channels, it is the IC's responsibility to collect commission and payments receivable from suppliers made payable to ICT.

**16. Credit Card Transaction Liability:** If IC's client uses a credit card, IC is responsible for all cardholder signatures. IC is responsible for all disputed declined or fraudulent charges within 30 days of knowledge.

**17. 1099:** ICT will issue a 1099 statement at the end of each calendar year for tax purposes if IC earns \$600 or more during the year unless IC operates a corporation. It is IC's responsibility to pay all applicable taxes and fees. It is IC's responsibility to return to ICT the 1099 verification form no later than 12/15 of the current year.

**18. Payment Authorization:** You authorize ICT to collect payment of your Fees or Charges, including but not limited to Support Package and Automation fees by automatically charging any billing vehicle ICT has on file for you. For any amount owed by you to ICT, ICT reserves the right to (i) assess late fees and penalties for past due balances to the maximum extent allowed by law, (ii) process the balance due and all associated late fees and penalties (for past due amounts) on any billing vehicle that ICT has on file for you, (iii) offset the balance due plus any late fees and penalties against any type of Commissions payable to you, and (iv) hold any documents that ICT may have in its possession until the balance due and all associated late fees and penalties (for past due amounts) are remitted. IC must keep a current CC on file at all times.

**19. Payments Not Collected:** If ICT is unable to collect the full amount of any payment due ICT, ICT reserves the right to terminate or suspend your affiliation without notification

**20. Use of the ICT logo:** You may not use the ICT logo.

**21. Advertising:** ICT has no right to control IC's advertising in yellow pages, local directories, mailing programs, or other promotional activities except when ICT's name or license number is used in the advertising, in which case, ICT needs to provide authorization in advance of such use. IC is free to seek and solicit clients from the general public.

**22. IC Client Confidentiality:** ICT will hold IC client names in strict confidence. IC's client list is always the property of IC.

**23. Marketing Support:** Turnkey marketing programs will be made available to IC. It is the responsibility of the IC to determine if IC elects to participate or not.

**24. IC on ICT's IATAN List and Obtaining IATAN Card:** At IC's request, IC may be placed on ICT's IATAN list when IC receives 2 commission checks from ICT. IC will be eligible for an IATAN card when all industry rules are met. As of this writing, current industry rules are as such: Annual Form 1099 or corporate statement gross income based on IC's portion of gross commission, not gross sales, equals or exceeds \$5,520 (20 hours per week times 48 weeks times federal minimum wage per hour equals a minimum of \$5,520 gross profit earned per year to qualify). Prior earnings with IC's previous travel sales during the previous 12 months if earned from an IATAN accredited agency will count towards this amount. Reduced rate travel and familiarization trips are available to IC through ICT when the above conditions are met and the IC has obtained an IATAN card. Travel trade publications sometimes offer reduced rate trips IC may qualify for. All reduced rate travel must be booked and paid by IC.

**25. Commissions and Fees** IC will get 70% of all commissions earned and paid to ICT. When IC reaches \$250,000 in commissionable gross sales, commission level will be increased to 80% upon notification in writing to ICT. This commission level will be maintained as long as IC continues to produce \$250,000 in commissionable gross sales.

**26. Supplier Commissions** IC is entitled to the benefits of all up front supplier overrides negotiated by ICT due to ICT's size, buying power, and supplier relationships. These up front overrides change frequently and ICT will publish new schedules as necessary. There

may be occasions when a supplier offers back end commissions if certain market share is achieved. IC will share in these commissions as well.

**27. Termination of Your Affiliation:** In the event that you fail to comply with this Agreement, ICT may immediately terminate your Affiliation.

**28. Effect of Termination on Compensation:** In the event of the termination of this agreement prior to the completion of its term specified herein, IC shall be entitled to the compensation earned by him/her prior to the date of termination as provided for in this agreement computed up to and including that date; IC shall be entitled to no further compensation as of the date of termination, except that which was booked and earned prior to termination. ICT reserves the right to hold back final payments of commissions for up to 6 months against future debit memos and/or charge backs. IC retains ownership of his/her client database.

**29. You Indemnify ICT:** You shall indemnify and hold ICT and ICT's employees, contractors, officers, directors, shareholders, IC's and/or affiliates harmless from and against any and all claims suffered by ICT arising out of or in respect of (i) any violation of law, rule or supplier regulation by you, (ii) fraud, misrepresentation, willful misconduct or gross negligence on the part of you, (iii) any violation of this Agreement by you, (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 you by ICT.

**30. Disclaimer of Warranty:** In the event that any travel product or service provided by a third party supplier is unsatisfactory to you, you will look solely to the provider of the product or service for rectification. All warranties, expressed or implied, related to travel products provided by a third party supplier are the responsibility of the third party supplier.

**31. Certain Provisions Survive Termination, Cancellation or Expiration of Your Affiliation:** All covenants, agreements, representations and warranties made in this agreement shall survive the termination, cancellation or expiration of your Affiliation.

**32. ICT's Right to Change:** ICT reserves the right to modify any portion of this Agreement at any time with or without the consent of IC. ICT's Commission/Fee Schedule is posted on [www.ictravel.com](http://www.ictravel.com), or a copy may be obtained by calling ICT. The Commission/Fee Schedule may be amended from time to time by ICT in its sole discretion. If ICT does change any part of this Agreement in the future, this signed Agreement will honor any bookings in progress. Upon any change, IC retains the right to continue to do business with ICT or not.

**33. Arbitration:** Any dispute between IC and ICT concerning the terms and conditions of this agreement shall be submitted to binding arbitration pursuant to the laws of the state of Arizona.

**34. 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 relief to which he may be entitled.

**35. Law Governing Agreement:** This agreement shall be governed and construed in accordance with the laws of Arizona.

**36. Code of Ethics Violations:** I hereby specifically authorize Incentive Connection Travel to advise other members of the Industry when I have violated any travel industry rules or engaged in any illegal activity. I understand this information may be disseminated to other Travel Industry members in writing or verbally and consent to either communication.

#### Limited Power Of Attorney

I am a Home-Based Agent (independent contractor) of Incentive Connection Travel. I hereby appoint Incentive Connection Travel this power of attorney to charge monthly expenses incurred by me during the course of my selling travel through Incentive Connection Travel. Charges may include, but are not limited to: delivery fees, GDS monthly fees. This "Limited Power Of Attorney" shall remain in full force and effect until terminated by me in writing, such termination to be effective only with respect to charges occurring after the time that the written termination is delivered to Incentive Connection Travel.

I understand that Incentive Connection Travel will provide detail of such monthly charges. I also understand that my credit card will be charged each year based on my anniversary date for the yearly Support Package associated with being a Home Based Agent with Incentive Connection Travel unless termination is requested 30 days prior to my renewal date.

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Upon receipt of this form, we will process your credit card payment. Once your payment is complete, we will provide you with an Agent ID for you to log-in to the Agent Website to access ICT and its IC programs.

**AUTHORIZATION**

During the application process and at any time during the tenure of my affiliation with Incentive Connection Travel, I hereby authorize Incentive Connection Travel to procure a consumer report (known as an investigative consumer report) which I understand may include information regarding my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, mode of living, or criminal background. This report may be compiled with information from Airline Fraud Departments and/or Sales Representatives, credit bureaus, courts record repositories, departments of motor vehicles, past or present employers and educational institutions, governmental occupational licensing or registration entities, business or personal references, and any other source required to verify information that I have voluntarily supplied. I understand that I may request a complete and accurate disclosure of the nature and scope of the background verification, to the extent such investigation includes information bearing on my character, general reputation, personal characteristics or mode of living.

My affiliation with another Host or Travel agency or any entities involved in travel has been terminated in the past \_\_\_\_Yes\_\_\_\_No

I have had notification by any entity that I have engaged in ticketing irregularities of any kind. \_\_\_\_Yes\_\_\_\_No

I have been notified by any travel entity that I have had bookings that did not conform to their regulations and/or procedures \_\_\_\_Yes \_\_\_\_No

I have been convicted of a Felony in the past. \_\_\_\_Yes\_\_\_\_No

If yes, please briefly explain the circumstance \_\_\_\_\_

**My Travel History:**

\_\_\_\_New to the Industry \_\_\_\_6 Months Experience \_\_\_\_1 Year Experience Number of Years Experience \_\_\_\_\_

\_\_\_\_I am currently affiliated with a Travel Agency \_\_\_\_Y \_\_\_\_N Do You offer Travel Insurance with each sale? \_\_\_\_Y \_\_\_\_N

My Bookings over the Past 3 Years: (Not Applicable to New Agents)

%Cruise \_\_\_\_\_ %Tour \_\_\_\_\_ % Air \_\_\_\_\_ Total Gross Bookings past 12 Months \$ \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Security Information

### Drivers License:

State of issue:

Expiration Date:

Name as it appears on License:

License Number:

### Passport:

Place of issue:

Expiration Date:

Name as it appears on Passport

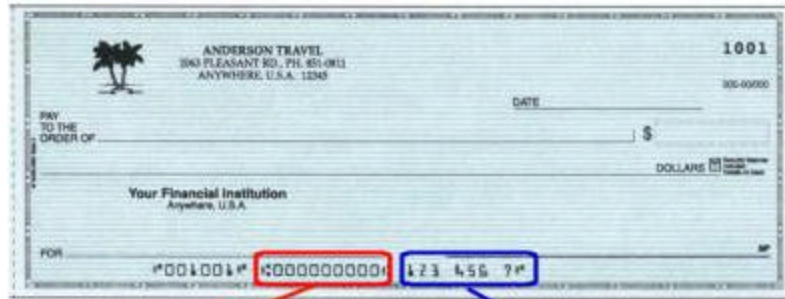
Passport Number:

**Please submit a legible copy of your Driver's License, Passport and a Check from your account, personal or business (Write VOID on it)**

## Commission Direct Deposit Authorization

This authorization is limited to direct deposit to my checking account. This is **not** an authorization to withdraw from my account for any reason.

Name of Agency: \_\_\_\_\_  
 Name of Agent: \_\_\_\_\_  
 Name on Account: \_\_\_\_\_  
 Routing & Transit Number: \_\_\_\_\_  
 Account Number: \_\_\_\_\_  
 Account is: Personal \_\_\_ Business: \_\_\_\_\_ Checking \_\_\_ Savings \_\_\_  
 Bank Name: \_\_\_\_\_  
 Bank Address: \_\_\_\_\_  
     Street Address \_\_\_\_\_  
     City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Bank Phone \_\_\_\_\_



■ **Routing & Transit Number** ■ **Account Number** ■

### HOME-BASED INDEPENDENT CONTRACTOR AGREEMENT

I have read the complete Independent Contractor Agreement and Quick Start Manual and will print, sign and return the Agreement in its entirety for your signature/files along with the Support Package Application and photo copy of a valid Government Photo ID (Drivers License with Photo, Passport.....).

Personal/Company Information:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

IC's Business Name: \_\_\_\_\_

Business Address (Physical, No PO) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ Phone (Cell): \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Social Security # of Owner: \_\_\_\_\_ FEIN (If Applicable) \_\_\_\_\_

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_