

INDEPENDENT CONTRACTOR AGREEMENT

Agreement made this _____ day of _____ (Month) 201____, between Sunset Beach Travel, a travel agency, having its principle place of business at **232 6th St. De Witt, IA 52742**, hereinafter referred to as the AGENCY, and _____ (Your Full Name) and _____ (Your Address) herein after referred to as the **INDEPENDENT CONTRACTOR**.

Sunset Beach Travel has contracted with RezConnect Technologies Inc. with principle place of business at 560 Sylvan Ave., Englewood Cliffs, NJ 07632 to be the agency of record for travel agents in Florida, California and Canada.

1. Terms of the Agreement

The AGENCY hereby retains the INDEPENDENT CONTRACTOR to act as an independent outside salesperson with a primary purpose of promoting and selling travel and the INDEPENDENT CONTRACTOR agrees to act in such a capacity **on behalf of their own Independent Company**. This agreement will automatically renew itself each year, unless written confirmation from INDEPENDENT CONTRACTOR is received at least 30 days prior to close of said year.

2. Duties of the Independent Contractor

The INDEPENDENT CONTRACTOR is hereby considered by the AGENCY as a self-employed businessperson or a legal entity to sell travel and travel services to the public.

3. Compensation of the Independent Contractor

A. Computation

The INDEPENDENT CONTRACTOR shall be entitled to a **2/3 share** of our commission paid to Agency by the vendor without meeting quotas or any tier levels. See our website for an updated list of vendors and the commission levels that we earn from each vendor. **Under no circumstances** will Agency allow **NET payments** for any bookings. The INDEPENDENT CONTRACTOR must provide his/her clients with ALL SERVICES required for booking. Agency has no responsibility for any booking or payments related issues on behalf of your client.

B. Method of Payment

INDEPENDENT CONTRACTOR shall be paid within 2 billing cycles based on vendor commissions being credited to our account before the 22nd of the month. We process all commission during the month up to the 22nd of the month and deposit your commissions in your eWallet by the end of the month. You can request a check from your eWallet at any time or we'll mail you a check as soon as you have accumulated \$200 in your eWallet. There is a \$3 fee on every check request. INDEPENDENT CONTRACTOR must submit a Commission Booking System (CBS) form at the time of booking to be entitled to their commissions. If the agent does not submit the CBS form within 7 days of booking, the Agency will not pay full commissions on the reservation.

AGENCY will not be responsible for payment of any commission to the INDEPENDENT CONTRACTOR not received by the Agency. The agent is responsible for researching any outstanding commissions not receive by Agency

4. Independent Contractor to provide own business cards and be responsible for own expenses.

The 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.

5. Place of Work.

The INDEPENDENT CONTRACTOR may choose where the work is to be performed, is not required to work on the premises of the AGENCY, and is not required to answer the phones, or perform any other duties at the AGENCY’S office. INDEPENDENT CONTRACTOR agrees not to portray in any manner that his/her place of conducting business is the home office of **The Agency** or to alter with any vendor or travel supplier, the IATA registered address of **our Agency of record**.

6. Hours

INDEPENDENT CONTRACTOR may work whatever hours he/she wishes. No fixed hours are required by the AGENCY. The INDEPENDENT CONTRACTOR shall not be required to attend office meetings or office training sessions.

7. No entitlement to vacation or other benefits.

As a self-employed individual, the INDEPENDENT CONTRACTOR shall not receive or earn any vacation or sick pay from the AGENCY and is not covered under the AGENCY’S medical plan.

8. Ability to hire assistants.

INDEPENDENT CONTRACTOR retains the right to employ whatever assistants he/she may require at INDEPENDENT CONTRACTOR’S expense in order to accomplish the goal of travel sales contemplated in this Agreement. If INDEPENDENT CONTRACTOR wants to bring in other Agents, they must bring in those Agents through the Extreme Savings Travel Club program.

9. Independent Contractor shall be responsible for filing of Federal, State, and Local Estimated Tax payments on commissions received from AGENCY, and for other assessments.

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, and payment of applicable charges for social security, FICA, and worker’s compensation.

AGENCY shall not be responsible for payment or withholding of any such items in connection with services rendered by the INDEPENDENT CONTRACTOR under this Agreement. INDEPENDENT CONTRACTOR agrees to indemnify and hold AGENCY harmless for any assessments against AGENCY because of any failure by the INDEPENDENT CONTRACTOR to properly pay federal, state, or local taxes (including estimated tax payments) and file returns in connection therewith, or to pay social security, FICA, or worker’s compensation.

10. Acceptance of payment for travel services.

INDEPENDENT CONTRACTOR is authorized to take travel reservations with but not limited to, airlines, cruise lines, hotels, auto rentals, tour operators, etc. INDEPENDENT CONTRACTOR is **not allowed** to receive service fees or cash payments for bookings if the agent is located in California. All monies are paid directly to our strategic partner Agency in Englewood Cliffs, New Jersey.

The Independent Contractor is solely responsible to pay all vendors booked under our Agency or our strategic partner Agency’s IATA #, Phone Numbers, Booking Engines etc. any monies owed for their client’s reservations.

This includes all deposits, payment arrangements, final payments, payment adjustments, refunds and all monies collected and due to any vendor or client for Fit and Group Bookings on behalf of all clients or for all clients of the Independent Contractor.

The Independent Contractor agrees to hold harmless and under no circumstances is Agency or our strategic partner Agency's responsible for any non-payments, refunds or appropriation of any funds for the Independent Contractor's clients.

The Independent Contractor owns and operates their own business and is solely responsible for the complete administration of all facets of any and all bookings.

INDEPENDENT CONTRACTOR does not have airline ticket stock and can not issue any travel related air, cruise, lodging or vacation certificates of any kind. All documents are either received by Agency or our strategic partner's Agencies or through your individual e-documents received by you from the vendor.

11. Advertising

INDEPENDENT CONTRACTOR agrees not to use our Agency's name or our strategic partners Agency's name in any form of media or personal advertising without the prior express written approval. This would include, but not be limited to: newspapers, magazines, flyers, periodicals, radio, and television or the Internet.

12. IATAN Personnel Listing/Card

INDEPENDENT CONTRACTOR understands and agrees that to be eligible to receive an IATAN card the INDEPENDENT CONTRACTOR must meet minimum industry standards of net commissions earned.

13. Remedies

Any controversies or claims arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, shall be settled by arbitration in Scott County, Iowa for Agency and Bergen County, New Jersey for our strategic partner's Agency in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

This Agreement shall be governed by and constructed in accordance with the laws of Iowa and New Jersey. This Agreement represents the complete understanding of the parties with respect to the described outside sales relationship. It is not to be amended after the date hereof except by an instrument in writing signed by both parties. No amendment, modification, termination, or waiver shall be binding unless in writing and signed by the party against whom the amendment, modification, termination, or waiver is sought to be enforced. No waiver of any provisions under this Agreement shall be deemed, or constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

14. The management of Agency and our strategic partner's Agency reserves the right to revoke the said INDEPENDENT CONTRACTOR agreement at such time that the INDEPENDENT CONTRACTOR fails to comply with our company policies or conducts business in any manner which we deem detrimental to Agency and our strategic partner's Agency.

15. No INDEPENDENT CONTRACTOR will be accepted as doing business in association with Agency and our strategic partner's Agency unless this form is completed and executed, prior to doing business on the day and year first above written.

BY: _____ / ____/20____
(Signature)

Independent Contractor

I the undersigned have read and agreed to the terms of the Independent Contractor Agreement.

Printed Name(s) _____

Agent ID # (IBO#): _____

Business Phone: (____) ____ - _____ Cell Phone: (____) ____ - _____

BY: *Jeffrey J Evers*

Jeff Evers
Sunset Beach Travel
IA Seller of Travel Ref. No. 990

Strategic Partner info:
RezConnect Technologies Inc.,
Fla. Seller of Travel Ref. No. ST36832
CA. Seller of Travel Ref. No. 2070650

Sign and return document to Sunset Beach travel to execute the agreement.
Fax (563)726-0115 – Email: travel@sunsetbeachtravel.com