



Independent Travel Consultant Agreement

This document contains the terms and conditions of the working partnership that exists between GTM Travel Group and Independent Travel Consultants. Please review the information before signing the document.

Return the completed agreement to:

GTM Travel Group
100 Executive Way, Suite 202
Ponte Vedra Beach, FL 32082
Fax: 904-285-4620
Voice: 904-285-4600

California Seller of Travel 2095858-40
Florida Seller of Travel ST-32063

**GTM TRAVEL GROUP
SENIOR LEVEL
INDEPENDENT TRAVEL CONSULTANT AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 200___
between GTM TRAVEL GROUP, a division of Gould Travel Marketing, Inc., a Florida
corporation, whose address is 100 Executive Way, Suite 202, Ponte Vedra Beach, FL 32082
(hereinafter referred to as GTM); and :

Name _____

Company or DBA if applicable: _____

Whose address is: _____

(Hereinafter referred to as the Independent Travel Consultant or ITC).

Contact information	
Home phone:	Fax number:
Office/day phone:	Cell number:
Email address:	Website:

WITNESSETH

WHEREAS, GTM is an accredited travel agency, registered as a Seller of Travel with the
States of Florida (Registration #ST-32063) and California (Registration # 2095858-40)
And

WHEREAS, ITC is in the travel business and desires to affiliate with GTM.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the
parties agree as follows:

**SECTION I
GTM ONGOING SERVICE AND SUPPORT**

GTM agrees to provide ITC with the following materials, services and support:

- A. Access to GTM industry affiliations and membership privileges and benefits
- B. Access to GTMagent, a secure intranet
- C. Access to commission levels described in Exhibit A, Senior Level Commission Agreement.

SECTION II ITC/GTM RELATIONSHIP

- A. ITC may book travel services using the vendor recognized identifiers for GTM during the term of this Agreement. ITC is not required or mandated by GTM to do business with any particular travel vendor or supplier. ITC will abide by all booking and payment procedures established by GTM from time to time. Responsibility for marketing to and the generation of clients is the responsibility of ITC. ITC acknowledges that no employee or representative of GTM has made any income representations or has guaranteed the performance or success of ITC. GTM has not evaluated and cannot evaluate ITC's earnings potential and explicitly does not represent that a market exists for travel services.
- B. It is understood and agreed that no agency, employment, partnership or franchise is hereby created between the parties and that ITC's business shall be conducted as an independent contractor. Neither party shall be responsible for any obligations or expenses whatsoever of the other. It shall be the responsibility of ITC to develop and maintain client relationships and to deal with vendors in making the travel arrangements requested by those clients. It is understood that clients belong to ITC and that upon any termination of this Agreement all clients shall remain ITC's. The client list of ITC shall be confidential.
- C. ITC shall be responsible for filing and paying ITC's own city/county/state/federal and any other taxes or fees as required by law. GTM will furnish ITC with a copy of Form 1099 MISC for reporting purposes as required.
- D. ITC confirms their status as a legal resident, and agrees to furnish GTM tax ID information, current business and residential address information, telephone contacts, and a copy of a valid driver's license upon request.
- E. ITC shall be responsible for securing ITC's own city, county, state, or federal travel agency licenses or registrations for ITC, ITC's associates, employees (salaried or commissioned) and/or agents, wherever applicable and at all times during the term of this Agreement.
- F. It is understood that ITC shall operate as an independent business and is responsible for the tracking and integrity of ITC's travel bookings. When placing reservations, ITC will identify themselves to vendors as a GTM affiliate and will submit gross payment funds through GTM pursuant to established and published booking procedures.
- G. ITC will collect funds from client in gross in accordance with standard GTM payment policies and procedures.
- H. ITC understands that ITC is prohibited from using "GTM TRAVEL GROUP" or logo as part of ITC's own travel agency trade name, business name, accounts with financial institutions, etc. The phrase "Affiliated with GTM TRAVEL GROUP" may be used.

- I. Commissions earned by ITC will be paid monthly and be accompanied by a report containing the details of the payment. ITC understands that commissions will be paid only after:
 - 1. GTM has received payment in full for such travel;
 - 2. GTM has received such commissions from its vendors; and
 - 3. ITC is current with any fees or monies owed to GTM.
- J. Commissions shall be as indicated on Exhibit A to this Agreement.

**SECTION III
CANCELLATION**

Either Party may cancel this Agreement by providing written notice via registered mail to the other party. Unless otherwise stated, the effective date of cancellation shall be 10 days after the date of written notice. Any bookings in progress prior to cancellation shall be subject to the booking and commission arrangements in effect on the date of cancellation.

**SECTION IV
PAYMENTS FOR TRAVEL SERVICES AND ARRANGEMENTS**

- A. ITC agrees to be responsible and to fully indemnify GTM for all losses, damages, charge backs, non-sufficient fund checks, and debit memos from suppliers or other losses arising from transactions undertaken by GTM on behalf of either ITC or clients of ITC's within 5 business days of notice from GTM of any such loss or charge back.
- B. GTM shall not be liable for damages resulting from ITC's failure to strictly comply with all booking and payment requirements and procedures or guidelines set by GTM, vendors or carriers.
- C. ITC will be charged a onetime setup fee of \$195 which is to be submitted with this document. The fee will be refunded if your application is rejected.

Make your check payable to **GTM Travel Group** or provide the following information if you would like to pay by credit card:

Cardholder Name _____

Address _____

City, State, ZIP _____

Card Type AMEX Visa MasterCard

Card Number _____ Exp Date _____

Security Code _____

Cardholder Signature _____

**SECTION V
ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto.

**SECTION VI
INDEMNIFICATION**

ITC agrees to indemnify and hold harmless GTM and its agents, employees, officers, other ITC's and representatives, from and against liability for damages, claims, lawsuits, judgments, expenses, and attorney fees which may be incurred by GTM resulting from any acts or omissions of ITC. This indemnification includes, without limitation, indemnification against dishonored checks, drafts or credit cards received by GTM on behalf of the clients of ITC and any legal or administrative expenses incurred thereby.

IN WITNESS WHEREOF: THIS AGREEMENT DULY EXECUTED ON THE DAY AND DATE FIRST ABOVE WRITTEN.

SIGNATURE OF INDEPENDENT TRAVEL CONSULTANT

GTM TRAVEL GROUP, Inc.

By: _____

EXHIBIT A

SENIOR LEVEL COMMISSION AGREEMENT

1. ITC shall be paid a minimum of 80% and a maximum of 90% of the commission received by GTM from vendors on bookings made by an agent using GTM's industry identification.
 - Agents generating less than \$7,000 in commission income on an annualized basis are paid 80% of commission produced,
 - An agent qualifies for the 90% Earn In program when commission income reaches the \$7,000 target on an annualized basis. The calculation is made as follows:

At the end of each quarter production is analyzed and agents generating commission income of at least \$1,750 will qualify for 90% commission on business booked in the subsequent quarter. An agent generating a minimum of \$7,000 in commission during a year will earn 90% for the rest of the current year and for the following year.

2. From time to time, GTM shall publish a list of vendors and commission percentages paid by such vendors. The commission levels published will reflect amounts due on the basis of the aggregate volume produced by all ITCs and, in most instances, will be greater than the base level paid by the vendor. Levels can fluctuate based on GTM's performance, and payment of commission as outlined in item 1 will be based on commission earned as reflected on the vendor's invoice.
3. GTM may from time to time adjust any portion of this Commission Agreement at its sole discretion, provided however, that all bookings made prior to the date of any such adjustment shall be governed by the commission agreement in effect at time of booking.
4. GTM maintains an Errors & Omission Insurance Policy with coverage of \$1,000,000 subject to a \$1,000 deductible. Agent is included as an additional insured subject to the customer transaction being booked using the GTM industry identifiers and the agent's adherence to the policies and procedures established by GTM.

EXHIBIT B

GTM Travel Group
100 Executive Way
Ponte Vedra FL 32082

CONSENT TO BACKGROUND CHECK

1. In connection with my application for Independent Contractor status with GMT Travel Group, I understand that consumer reports, which may contain public information, may be requested. I authorize, without reservation, any party or agency contacted by GTM or any authorized agent to furnish the below referenced information. I have the right to make a request, upon proper identification, of the nature and substance of all information in its files on myself at the time of my request, including the sources of information; and the recipients of any reports on myself, which the parties have previously furnished within the two-year period preceding my request.
2. Background checks that are authorized include:

▶ Criminal Records	▶ Past Employment
▶ Driving/Motor Vehicle Records	▶ Credit History
▶ Social Security Trace	▶ Professional Affiliations

Signature

Date

In order to process your application, please provide the following information. Include your legal name and any other name(s) you may have used in the last seven years.

First: _____ Middle: _____

Last: _____

Other Names (if any)

Social Security Number: _____ Date of Birth: _____

Current Address: _____

City State Zip: _____

Drivers License #: _____

Other Names Used: _____

Provide City and County Information for your residence covering a period of 7 years beginning with the most current address:

City	County	St	Zip	From	To

GTM Travel Group Questionnaire

Personal Information:

Name: _____

Agency or Company name: _____

Address _____

City _____ ST _____ ZIP _____

Telephone day: _____ Fax _____

Home: _____ Cell: _____

Email address: _____

Personal Situation

Employed as a travel agent Owner of a non ARC agency Owner of ARC agency

Outside Sales rep Independent contractor affiliated with a host agency

Non-affiliated Independent Contractor Not in the travel industry

Business Type: Sole Proprietor Partnership Corporation

Tax ID Number: _____ check SSN or FEI

Industry Experience

Years in Travel: 3 or more years 1 to 3 years None

Specialization if any: Corporate travel Leisure travel Group & Incentive