Travel Excellence Network

3740 E. LaSalle, Phoenix, Arizona 85040 Telephone (888) 865-4386 Fax (602) 926-0301 Email: info@tentravel.com

Independent Travel Agent Application & Agreement

1 elephone (888) 865-4386 Fax (602) 926-0301 Email: info@tentravel.com	Primary Agent		D	ate	
First Name	Initial		Last Name		
Address			Su	ite#	
City	State Zi _l	p Code	Email	address	
Home Phone	Fax Phone		Business Phone		
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Referred By	Secondary	Agent (option		Number	
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First Name	Initial			Name	
10 Travel International is a fully accredited, endorsed and bonded ARC and CLIA full service travel agency recognized by the worlds major airlines, hotels, cruise lines and other leading travel organizations internationally. I apply to become an Independent Travel Agent of 10 Travel International. If my application is accepted I acknowledge and agree to all of the terms and conditions listed on the reverse side of this agreement.					
My signature indicates that I have read and agreed to the conditions listed on the reverse side.					
Signature of Primary Independent Travel Agent		Signature of Secondary Independent Travel Agent			
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Payment Information					
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I am selecting the following amount an	d method of payment:				
□ \$375 one primary agent			□ \$500 for one primary and one secondary agent		
	* Additional years will be billed to your selected form of payment at the beginning of each subsequent annual period at the current rate of \$109				
Check one:	☐ Check or Money Order	□ Visą	☐ Master Card	☐ Discover	
Card Holder Name As It Appears On The Card		Authorized C	Authorized Card Holder Signature		
Card Number		Expiration Date			

Billing Address

Processing Instructions: Send application and payment to 10 Travel, 3740 E. LaSalle, Phoenix, Arizona, 85040. To begin processing immediately, you may select Credit card payment and FAX your application to 602–926–0301. You will also need to send a color photograph. This can be sent via email (jpeg format) to info@tentravel.com or via snail mail. Please allow 10 business days from 10's receipt of application & photo to receive your agent materials. Personal checks are subject to an additional 10-day hold for clearance. For shipping outside the United States, additional charges may be added.

Independent Contractor Agreement

- 10 Travel is a fully accredited, endorsed and bonded ARC and CLIA full service travel agency recognized by the world's major airlines, hotels, cruise lines and other leading travel organizations internationally. I apply to become an independent Travel Agent of 10. If my application is accepted, I acknowledge and agree as follows:
- 1. Independent Sales: I shall be authorized to act as an Independent Travel Agent for 10, promoting and selling travel products and services through 10. In such capacity, I shall comply with the terms of 10's procedures and guidelines contained in the Agent Training Program ("the Program") developed by its exclusive accreditation provider, the 10 Travel Academy, as amended from time to time. Upon accreditation to 10 by 10, I shall be authorized to identify myself as an Independent Travel Agent with 10 in accordance with those guidelines and to utilize the promotional materials produced by 10, but I shall not be authorized to otherwise use any trademarks of 10, or trade or service names or marks owned by 10, or any other promotional materials, without the express writ10 permission of 10. I shall be free to market travel as I wish, provided that I act professionally, and in the best interests of the travel and tourism industry, and identify my status on all writ10 and all verbal communications as an "Independent Travel Agent". 10 will support my efforts to sell travel by making available to me promotional materials, training and other support services as described in its promotional literature and the Program.
- 2. Training: Before I act or represent myself as an Independent Travel Agent for 10, I must receive, study and acknowledge my understanding of the Program, agree to comply with its terms and be accredited by 10 as being qualified to so act and represent myself. By submitting this application, I authorize 10 to apply on my behalf for enrollment in the Program.
- 3. Compensation/Other Benefits: 10 shall pay to me, not as salary or wages, but as my share of the commissions received by 10 in connection with travel sales, the amounts of forth (40) percent of any commission received as a result of my sales. 10's commission will not be deemed to exceed 10% of any commissionable travel sale amount. Separately, 10 shall pay to me, not as salary or wages, but as referral fees for receiving other persons who are certified as 10's Independent Travel Agents, the amount of twenty (20) percent of the signing fee. The referral fee will be paid only when the individual is fully incorporated into the 10 Independent Agent Program. The Compensation amount is subject to change. I will also be eligible for special travel opportunities and prices negotiated exclusively for 10, as ordered from time to time. I understand that benefits offered by travel and tourism vendors to the travel agency community are discretionary privileges and I am not applying to 10 solely to obtain such benefits.
- 4. Acceptance and Term: This Agreement shall become binding and effective upon 10's acceptance. 10 reserves the right to deny acceptance to any person but will not do so unreasonably. If 10 does not accept this application, the full price of the Program will be refunded to me. If accepted by 10, this Agreement shall be for one year from the date set forth below. The agreement may be renewed thereafter on an annual basis by 10 if I have paid an applicable renewal fee before the end of the term. If I fail to comply with this Agreement, 10 will be under no obligation to renew this Agreement, and may elect to terminate my status as an Independent Travel Agent. All travel agent identification credentials issued by 10 must be returned upon request.
- 5. Independent Contractor: I shall be an independent contractor and not an employee of 10. I shall be responsible for any and all taxes, expenses, premiums, contributions and other payments arising from any income and the activities I conduct under this Agreement. I am not eligible for any employee benefit programs under this Agreement, including, but not limited to, leave of any type, unemployment or disability compensation, retirement, health care or death benefits. I am responsible to obtain any business or other permits required by law or public authority relating to the operation of my independent travel business and I will comply with all applicable laws.
- 6. Liability: Neither party shall be liable for any debts, accounts, obligations, torts or other liabilities of the other party, or of that party's agents or employees, except as this Agreement may otherwise provide. I shall indemnify and hold 10 harmless from and against any and all liabilities which I may cause or incur that are contrary to the express provisions of this Agreement.
- 7. Disputes: This Agreement shall be governed by the laws of the state of Arizona. Any claim arising out of this agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If I wish to pursue any such claim, I must do so by filing and serving a demand for arbitration within one hundred and twenty (120) days of the date of the alleged actions giving rise to the claim occurred, addressed to Legal Notice, 10 Travel 3740 E. LaSalle, Phoenix, Arizona 85040.
- 8. Secondary Agent: If we purchase at the same time, 10 will provide training and accredit one spouse, business partner, relative or significant other as a Secondary Independent Travel Agent for a reduced fee. Secondary Agents are subject to all of the rights, obligations, terms and conditions of this Agreement, with the exception that compensation to this agreement, training materials and other communications will be sent to primary agents only. I agree to be held responsible for compliance with this agreement by my Secondary Agent, if I choose to have one.
- 9. Non US Residents/Citizens: I understand that if I am a resident and/or a citizen of a country other than the United States of America, foreign laws, regulations, taxes, tariffs and other factors including, but not limited to, costs associated with foreign shipping and handling, exchange rates and orders, fares and seasonal influences and points of origin/destination, may reduce or eliminate benefits of doing business as an independent Travel Agent with 10 that would otherwise be available If I were a resident and citizen of the USA.
- 10. Other: I may not assign the Agreement. This Agreement does not constitute the sale of a franchise or distributorship or membership in 10. My signature on this Agreement indicates my acceptance of this Agreement and binds me to its terms, provided that 10 accepts this Agreement as provided for above. 10 reserves the right to assign its interest in this Agreement to another party. I am at least 18 years of age.
- 11. Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be modified or amended orally or in any other way except by an agreement in writing duly executed by the parties.
- 13. Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, or be deemed modified to conform to the minimum requirements of such law. If for any reason it is not deemed so modified or invalidated provisions shall not affect the validity of the remainder of this Agreement.

MY SIGNATUPE ON THE FIRST PAGE OF THIS AGREEMENT INDICATES THAT I HAVE READ AND ACCEPTED THE TERMS ON BOTH SIDES.