

# THE CRUISEMAN INDEPENDENT CONTRACTOR AGREEMENT

This agreement is dated \_\_\_\_\_ by and between THE CRUISEMAN (Company) and \_\_\_\_\_, who is referred to as an "Independent Contractor".

Whereas, THE CRUISEMAN is operating as a Cruise and Vacation Travel Agency agrees to retain \_\_\_\_\_, as an Independent Contractor for the purpose of promoting and booking cruises and vacations.

- RELATIONSHIP OF PARTIES:** It is understood and agreed by both parties that an Independent Contractor is not an employee of THE CRUISEMAN, and there will not be any withholding of income taxes or Social Security taxes. Further THE CRUISEMAN is not responsible to provide health insurance, worker's compensation or any other benefit normally and customarily associated in an employer/employee relationship. Independent Contractor may work from his/her home, from a company office or in the field, whenever he/she desires to work and will not maintain a set work schedule with the company. Independent Contractor agrees to pay an annual fee of \$120 by December 31 to be covered by The Cruiseman E & O Policy for the following calendar year.
- CONFIDENTIAL, PROPRIETARY AND PRIVILEGED INFORMATION:** Independent Contractor agrees that he/she will not at any time take or misappropriate matters such as client lists, name files, data books, records, computer data, accounts or any other confidential information used at or on the property of The Company under this contract.
- COMPENSATION:** as an Independent Contractor I understand that income is derived from commissions on the retail sales the contractor produces. To preserve the Company's name and integrity in the marketplace, I will book all travel related sales made by me through the Company. However, as an Independent Contractor I reserve the right to book travel related sales with any travel agency. I agree to accept and comply with the Company's Compensation Plan and operating Procedures. I agree that they are incorporated by reference into this Agreement in present form, and from time to time, may be amended by The Company.
- COMPENSATION PLAN:** Commissions are paid from the net travel commissions paid to the Company from industry vendors for commissionable travel booked by the Independent Travel Agent. The company pays these commissions to the Independent Travel Agent after completion of travel by the customer(s), and/or after receipt of payment from the travel vendor.

Level 1	\$0 – \$100,000 Gross Sales	50% (of the Commission)
Level 2	\$100,001 – \$250,000 Gross Sales	60% (of the Commission)
Level 3	\$250,001 + Gross Sales	70% (of the Commission)

\* Increases to the 60% & 70% Commission Levels are calculated on all commissionable volume booked through The Cruiseman. A Commission Level is permanent. Once obtained, you never lose it.

\*\* Your commission level is also your discount on your own cruises & packages booked for yourself. Any discounts (rebates) given to your clients will be deducted from your commission.

**GROUPS:** In the event, free berths become available and are not used in the promotion of the group, the Independent Contractor and The Cruiseman will split these berths on a 50/50 basis, with the Independent Contractor always receiving the first two (2) free berths. Exceptions as agreed by both parties.

- INSURANCE:** The Independent Contractor is an individual acting alone, whether or not incorporated, working under contract with The Cruiseman or sell The Cruiseman's travel services, but only when selling The Cruiseman's travel services or conducting The Cruiseman's travel services or conducting The Cruiseman's Travel

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Agency Operations are covered on our master "Errors & Omissions" insurance policy. The Independent Contractor cannot have any employees or Independent Contractors of their own (In other words, the Independent Contractor is truly a one person operation with no outside agents or assistance of other individuals), they must operate as "Retail" travel agents and may not package or operate their own tours, and they must disclose to their clients they are an Independent Contractor for The Cruiseman. This disclosure should be on invoices, travel documents, business cards and/or marketing materials they use, including web sites. If the Independent Contractor is operating under a different name without disclosing that they are an Independent Contractor for The Cruiseman, then the Independent Contractor should purchase their own E & O policy, and would not be covered under the "Person's Covered" section as defined above.

6. **TERM:** I understand that the term of this agreement is for the calendar year and shall renew automatically January 1 upon payment of an annual renewal fee to the company, provided there are no written notices of termination via mail or email by either party.
7. **GOVERNING LAW:** This Agreement shall be governed by the Laws of Missouri.

This Contract constitutes the entire agreement between the parties and supersedes all previous negotiations or oral representations, none of which are binding. It is agreed that this contract shall govern the parties and nothing else.

As an Independent Contract I agree to the terms of this contract with The Cruiseman.

### INDEPENDENT CONTRACTOR INFORMATION

*(Please print clearly)*

NAME: \_\_\_\_\_

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

Shipping Address (if different than mailing address): \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Last 4 of your Social Security Number: \_\_\_\_\_

Email address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Initial: \_\_\_\_\_ Order me FREE business cards using the above name, email address and phone number.

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