



## Independent Contractor

### Contract /Agreement

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,  
This Agreement is between Sandra Kay Rogers (Owners legal name), doing business as Spring Chicken Travel (Travel Business Name) at 6942 FM 1960 E #412 in the city of Humble in the state of Texas postal code 77346 known hereinafter in this document as the Travel Business,  
and \_\_\_\_\_ (Independent Contractor, legal name), social security number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ & taxpayer identification number \_\_\_\_\_, residing at \_\_\_\_\_, in the city of \_\_\_\_\_, in the state of \_\_\_\_\_, postal code \_\_\_\_\_, known hereinafter in this document as the Independent Contractor.

ID # \_\_\_\_\_ . Exp \_\_\_\_\_ . Please send photo copy

FIRST:

#### **Term of Agreement**

The Travel Business hereby makes available the business opportunity to the Independent Contractor to act as an independent salesperson for the Travel Business and the Independent Contractor agrees to act in this capacity for a period stated here of twelve months from the date of \_\_\_\_\_. Upon that date, or at the end of that time period, this contract shall be extended automatically for 12 (number of months). However, if either party to this agreement serves the other with notice in writing thirty (30) days prior to the above mentioned expiration, of their request to terminate the agreement and not to renew, then the agreement may be terminated.

SECOND:

#### **Independent Contractor Duties**

The Independent Contractor is hereby retained by the above named Travel Business as a self-employed individual to sell travel and travel services on behalf of the Travel Business.

THIRD:

#### **Independent Contractor Compensation**

Compensation for the services rendered by the above named Independent Contractor shall receive payment of commissions on sales as is stated following:

##### **A. Computation of Compensation**

The Independent Contractor shall be entitled to payment of commissions at \_\_\_\_\_% percent of the gross commissions realized by the Travel Business for sales of travel and travel services by the Independent Contractor named in this agreement. It is understood that any and all expenses and costs of these sales shall be borne by the Independent Contractor unless agreed to in writing and signed by both parties to this agreement. Commission overrides and bonus commissions for volume sales received by the Travel Business are the sole property of the Travel Business unless an agreement is made to share in these amounts signed by both parties.

##### **B. ARC or CLIA number usage and commissions**

As is stated, an Independent Contractor is free to do business with any other travel supplier of services. If the Independent Contractor uses the Travel Businesses authorized Airlines Reporting Corporation number (ARC#) or Cruise Lines International Association number (CLIA #) is used to sell travel then the Travel Business is due its share of the commission paid by the travel supplier or vendor as is set forth in Subparagraph A above.

### **C. Payment of Commissions Method**

The above named Independent Contractor shall be paid on the 1<sup>st</sup> and 15<sup>th</sup> of each month by the above named Travel Business. This payment will be for all commissions earned and received by the Travel Business in the prior month or as received basis as mentioned above. The Travel Business shall, within ten days of the end of the month or as received basis, provide said Independent Contractor with a thorough accounting of all commissions earned and any and all expenses incurred and attributable to those specific sales during the previous month or as earned basis as mentioned above. The Travel Business will enclose with that accounting a check payable to the Independent Contractor in the appropriate amount earned by the Independent Contractor less any above mentioned expenses attributed to those sales.

FOURTH:

#### **Examination of Books and Records**

The Independent Contractor has the right to either personally or by a professional accountant retained and compensated by the Independent Contractor, examine the books and accounts of the Travel Business as they relate to the transactions affecting the Independent Contractor's compensation amounts. This must be mutually convenient to all parties of this agreement and may be done so at least once during each half of a calendar year.

FIFTH:

#### **Hours**

The above named Independent Contractor has the right to work any number of hours she/he wishes to do so. The above named Travel Business shall have no fixed hours required of the Independent Contractor. The Independent Contractor shall not be required to attend any office meetings or staff training sessions. The Independent Contractor has the right to work at their own schedule of hours.

SIXTH:

#### **Business Supplies and Materials**

The above named Independent Contractor must provide her/his own business supplies and materials for the purpose of doing business. The Independent Contractor shall be responsible for purchase of any and all promotional materials, such as business cards, letterhead, and other materials needed to promote their business.

SEVENTH:

#### **Place of Business and Work**

The above named Independent Contractor may make any and all decisions in regards to where they perform their work and or sales activity. The Travel Business may not require the Independent Contractor to perform any duties at the Travel Business's place of business.

EIGHTH:

#### **Profit Potential**

The Independent Contractor enjoys the opportunity and right to earn profit (profits) yielded by commissions that are earned pursuant to this agreement.

NINTH:

#### **The Risk of Loss**

The Independent Contractor takes full responsibility of assumption of risk of loss in the event that her/his sales commissions do not cover their incurred expenses.

TENTH:

#### **Hiring of Assistants by the Independent Contractor**

The Independent Contractor has the right to hire or employ or constitute an agreement with other individuals for the purpose of accomplishing what goals she/he feels necessary for their business. The Independent Contractor incurs all expenses for said persons as will be outlined in their separate agreements.

ELEVENTH:

**No Vacation or Other Benefits**

The above named Independent Contractor is a self-employed individual and shall not receive or earn sick pay, vacation, of other such employee related benefits from the above named Travel Business.

TWELFTH:

**Customer/Client Ownership**

It is understood and agreed upon that all customers and or clients of the Independent Contractor are and shall be the sole property of the Independent Contractor. In the event that the Independent Contractor ceases to have an association with the Travel Business, then any or all customers of the Independent Contractor shall have the freedom to do business with the Independent Contractor or any such travel agency they should desire.

THIRTEENTH:

**Responsibility of Taxes and Miscellaneous Filings**

The above mentioned Independent Contractor shall take the responsibility for complying with any and all local, state and federal laws as they pertain to the performance of this agreement. This shall require the Independent Contractor to obtain any or all necessary business licenses, state registrations and to pay any and all tax payments (federal, state, and local income taxes) as well as payments of any applicable fees or charges for social security, worker's compensation and FICA.

The above mentioned Travel Business is not and shall not accept responsibility for payment or withholding of such items as they pertain to renderence by the Independent Contractor. It is agreed upon that the Independent Contractor holds the Travel Business harmless for any assessments against the Travel Business because of any lack of payment or failure to pay the above mentioned taxes and fees by the Independent Contractor.

FOURTEENTH:

**Termination of Agreement**

Termination Events: This agreement is not to be terminable prior to its expiration at the will of either party to the agreement, but is terminable for the following reasons:

1. The death of the above named Independent Contractor.
2. The continued inability or incapacity on the part of the Independent Contractor of performance of her/his duties as outlined in this agreement.
3. The occurrence of certain circumstances that make it impracticable or impossible for the business of the Travel Business to continue.
4. A failure of payment from the Independent Contractor to the Travel Business which is owed to the Travel Business by the Independent Contractor within a thirty day period of billing such amount.

**Effect of Termination on Compensation:** In the event that this agreement shall terminate before the completion of the terms that are specified in this agreement, the Independent Contractor will be entitled to any and all compensation earned by her/him prior to the termination date as is provided for in this Agreement. This shall be computed at pro rata up to and inclusive of that date. The above named Independent Contractor shall not be entitled to any further compensation as of the date of the termination.

**Compensation commission - Time Limit of Claims:** Any and all claims by the Independent Contractor for compensation commission on any sales made by the Independent Contractor or others are waived by the Independent Contractor if they fail to request payment and make a claim for these within days of this agreement.

FIFTEENTH:

**Solutions**

Any claims made or controversies that arise out of or in relation to this Agreement will be settled by the courts of Humble city in the State of Texas

**Legal, Attorney's Fees and Related Costs:**

If it becomes necessary to interpret the terms of this Agreement or if any action at law is needed to enforce or again interpret the terms of this Agreement, the party prevailing shall be entitled to reasonable attorney's fees, costs, and any other needed disbursements in addition to any other assistance to which she/he may be entitled.

**SIXTEENTH:  
General Provisions**

**Governing Laws of Agreement:** This Agreement is and shall be governed by and construed according to the laws of the city of Humble in the State of Texas

**Assignability:** This Agreement is not assignable by the Independent Contractor without the written agreement and consent of the Travel Business aforementioned.

**Validity - Partial:** In the event that this Agreement is found by a court of competence and jurisdiction to be invalid, unenforceable, or void, then the remaining provisions shall continue in full force without being impaired or invalidated in any way.

**Agreement Change or Waiver:** This Agreement shall not be amended, except after the date hereof by a writing signed by all parties to the agreement, and no amendment, change, termination of waiver shall be binding unless it is in writing and is signed by the party or individual(s) against whom the amendment, change or termination of waiver is sought to be enforced.

This Agreement is executed in the city of Humble TX in the state of Texas

on the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year 202

Spring Chicken Traveler

By: Sandra Kay Rogers  
(Name)

\_\_\_\_\_

Independent Contractor

By: \_\_\_\_\_  
(Name)

Mentor Agent

\_\_\_\_\_