

# Pickles Travel Network Agent Agreement

THIS AGREEMENT (the "Agreement") is made and entered into as of the last date written at the end hereof, by and between Pickles Vacations LLC dba Pickles Travel Network. ("PTN") and the individual, partnership, corporation, or limited liability company whose full legal name is set forth at the end of this Agreement (hereinafter "Agent").

**WHEREAS**, Agent engages in the sale of travel services to Agent's clients.

**WHEREAS**, PTN engages in the business of providing a menu of business services to independent travel professionals that wish to enhance their income and industry standing; and

**WHEREAS**, PTN holds the right to license the PTN trade name to travel agencies and access the superior travel supplier commission agreements and arrangements negotiated by PTN, a fully appointed travel Agent.

**NOW, THEREFORE**, in consideration of the mutual promises, provisions, and covenants contained herein made by PTN and Agent (each a "Party" and collectively the "Parties"), the Parties agree as follows:

## **1. RELATIONSHIP OF THE PARTIES**

Agent and PTN shall be independent contractors of each other. Therefore, each party shall:

- (a) Have the right to offer services to the general public.
- (b) Have the right to advertise its services via the Internet or print
- (c) Have business cards and company letterhead
- (d) Maintain its own facilities, equipment, and supplies
- (e) Pay all its own business expenses
- (f) Set its own work schedules
- (g) Set its own consulting, transaction, or services fees
- (h) Be free of supervision, direction, and control by the other party.
- (i) Maintain its own errors and omissions insurance
- (j) Hire employees and independent contractors to perform services in the absence or assist it.

## **2. SERVICES & FEES**

### **A. Services.**

PTN provides software programs, suppliers, training, resources, perks, and support. Agent shall use PTN's name, the specific credential required by the vendor as listed on such vendor's supplier information page, and Agent's name when booking travel for Agent's clients. The Agent shall also use PTN's Seller of Travel number and similar numbers when required. All payments must be routed through the respective supplier and submitted to PTN. Note that PTN reserves the right to approve or disapprove all sales of trips within forty-eight (48) hours of PTN's receipt of the required reservation booking information. The Agent shall be responsible for making all Bookings for its clients directly with the travel vendors, either electronically or telephonically. The Agent must identify as an Independent Agent of PTN and provide the Agent's legal name and legal name of the host agency, Pickles Vacations LLC DBA Pickles Travel Network. Also, PTN's telephone number, (972) 951-8000, and other credentials are requested.

### **B. Fees.**

The Agent shall pay PTN a one-time, non-refundable start-up fee of either Seven Hundred and Ninety-Nine



Dollars (\$799) or Two Hundred and Forty-Nine Dollars (\$249). The \$249 start-up fee only applies to Careers on Vacation Students and Graduates and approved agents with a similar training course. Agent shall also pay a non-refundable monthly or yearly service fee due on the same day when initially subscribed to either (select one):

○Option 1. (70% of Revenue) Fifty-Nine Dollars (\$59) per month (or discounted at Six Hundred and Forty-Nine Dollars per year (\$649) if paid yearly).

○Option 2. (80% of Revenue) Sixty-Nine Dollars (\$69) per month (or discounted at Seven Hundred and Fifty-Nine Dollars per year (\$759) if paid yearly); or

○Option 3. (90% of Revenue) Seventy-Nine Dollars (\$79) per month (or discounted at Eight Hundred and Sixty-Nine Dollars per year (\$869) if paid yearly).

By selecting Option 1 you agree to receive seventy (70%) percent of Revenue (as defined in Section 5.B of this Agreement).

By selecting Option 2 you agree to receive eighty (80%) percent of Revenue (as defined in Section 5.B of this Agreement).

By selecting Option 3 you agree to receive ninety (90%) percent of Revenue (as defined in Section 5.B of this Agreement).

The service fee is subject to change as prices for service providers rise. Non-Payment of the service fee will incur a non-refundable late fee of Thirty Dollars (\$30) and the standard service fee. After 30 days of non-payment, the Agent will be locked out of the portal and refrain from using PTN's Seller of Travel numbers and CLIA or IATAN numbers. A reconnection fee of One-Hundred Dollars (\$100) will apply.

#### C. Losses Possible.

The Agent acknowledges that, because it must pay all its costs of doing business, the Agent may incur an operating loss during any period during this Agreement.

### **3. LICENSE, ACCESS, PROGRAMS, INSURANCE, AND SELLER OF TRAVEL**

#### A. PTN License Use.

PTN hereby grants the Agent a limited, non-exclusive, non-assignable license to use the PTN brand name to enhance the Agent's income and reputation in the industry. The Agent may use that brand name only to identify the Agent's services to its clients and in dealings with travel suppliers. Whenever Agent uses the brand name, Agent must also use the word "independent" to signify that PTN and Agent are independent contractors. Agent shall use PTN brand name on business forms and advertising only after obtaining PTN prior written consent to such use, which shall not be unreasonably withheld, delayed, or conditioned.

#### B. Access and Programs.

PTN hereby further grants Agent a limited, non-exclusive right, non-assignable right to access the supplier agreements and commission programs of PTN by making reservations for Agent's clients using PTN's CLIA and IATAN numbers. The access granted by this paragraph shall also terminate simultaneously with the termination of this Agreement.

#### C. Errors and Omissions Insurance:

PTN shall extend coverage to the Independent Agent under PTN Errors and Omissions Insurance policy (E & O Insurance) to the extent that the Agent is selling travel services on behalf of the PTN. Any actions of the Agent that are not part of such services shall not fall under PTN's E & O Insurance. Agent is responsible for verifying local and state regulations to ensure they are adequately covered. To be covered under PTN's insurance, the agent must identify itself as an independent agent of PTN. Agent is responsible for paying the deductible to use the insurance. PTN strongly recommends that the Agent purchase additional E & O Insurance.

#### D. Seller of Travel License.

If the Agent operates, sells, or markets in a State that has a Sellers of Travel Law, the Agent agrees to abide



by those applicable laws as currently written and/or amended. It is the responsibility of the Agent to check with the applicable government authority regarding these consumer protection laws.

#### **4. AGENT RESPONSIBILITIES**

A. Agent shall pay for airline tickets, tours, and cruises using Agent's client's (or Agent's own) credit card or Agent's client's (or Agent's own) check that clears the bank in advance of delivery of tickets, or as may otherwise be authorized by PTN. To prevent credit card fraud, Agent shall obtain a signed credit card authorization and a copy of the front and back of the credit card, unless PTN waives this requirement in writing. All credit card charges shall be processed through PTN's merchant account or the supplier's merchant account.

B. To prevent default to travel suppliers, Agent shall not accept cash or checks from clients and shall not deposit supplier checks into Agent's bank account. Rather, Agent shall remit all supplier checks directly to PTN, which shall pay the Agent's commission percentage.

C. Agent shall be liable for all non-payment, chargebacks, debit memos, and other liabilities pertaining to Agent's business, including but not limited to hidden-city ticketing, back-to-back ticketing, split ticketing, one-way travel on a roundtrip ticket, reservations churning, duplicate reservations, and reservations for a fare for which the client does not qualify. Agent shall also be liable for violations of the U.S. Department of Transportation codeshare, full-fare, and other regulations governing the sale of travel. Agent hereby authorizes PTN to charge Agent's credit card for any amounts due under this Section 4 to deduct any such amounts from Agent's payment. PTN shall provide Agent written notice of any deductions and provide Agent ten (10) business days to resolve any issues related thereto. If the Agent fails to resolve such deductions within ten (10) business days after PTN's written notice, PTN may proceed with the said charge or deduction.

D. Unless authorized in writing by the other party, neither party shall sign, consent to, or state that it is authorized to sign or consent to any contract on behalf of the other party and shall not sign any paper on behalf of the other party.

E. Agent shall indemnify, hold harmless, and defend PTN from and against all claims by Agent's clients, employees, independent contractors, and suppliers arising out of or in any way related to Agent's activities and its employees, independent contractors, and assistants. Agent's obligations under this paragraph shall survive termination of this Agreement.

F. Agent shall use PTN's tracking program, Vacation CRM, so that data for Agent's benefit in PTN's back-office systems. The Agent is responsible for assuring the trip details are accurate before a reservation is booked. Agent must submit each booking into PTN tracking software within forty-eight (48) hours after each booking is reserved. PTN reserves the right to deduct Forty Dollars (\$40) from the Net Commissions payable to an Agent on bookings not correctly submitted into PTN tracking software. PTN reserves the right to approve or disapprove all sales within forty-eight (48) hours of PTN's receipt of the required reservation booking information. In no event shall any bookings submitted after the date of travel or for which commission research is requested more than one (1) year from the travel date be commissionable to the Agent.

#### **5. COMPENSATION**

A. Agent shall be entitled to the following percentages of Revenue (as defined below) received by PTN on sales:

(1) Full Service by Agent:

- 70%
- 80%
- 90%

of Revenue received during the preceding month on sales for which Agent provides substantially all counseling, reservations, and changes, and for which PTN has not provided any assistance.

(2) Services Completed by PTN: 0% of the Revenue in the event, a booking is completed by PTN due to the Agent not being available.

(3) Personal Bookings: 100% of Revenue for the Agent's own personal travel, less a processing fee of Twenty



Dollars (\$20) per booking.

B. "Revenue" shall mean fees, commissions, or markups received from the airline, hotel, car rental, rail, cruise, tour, and insurance sales to Agent's clients, for which: (i) PTN's CLIA or IATAN number has been used; (ii) the client has paid in full; and (iii) the supplier payment has been received during its previous month. Sales shall include groups but only if an authorized representative of the PTN provides written approval of the group contract before the contract is signed. In the case of groups so authorized, Revenue shall be calculated after the group's direct expenses.

C. With each payment, PTN shall provide a written report identifying Sales by a client, Revenue received, and Revenue outstanding, showing how the total was derived. Agent shall submit all disputes and questions concerning the report within thirty (30) days thereafter; otherwise, Agent shall be deemed to have waived any dispute concerning the report. PTN may deduct amounts owed by Agent or Agent's clients from any payment to Agent, subject to the notice provision identified in Section 4(C) above.

## **6. FREE AND REDUCED RATE TRAVEL**

PTN shall accommodate reasonable and customary requests for free travel benefits ("Travel Benefits") for the Agent whenever possible. All such requests must be submitted in writing to an authorized representative of the PTN for approval. It is understood that the availability of free travel changes from time to time. If a limited number of authorizations are available to the PTN, PTN reserves the right to withhold such authorizations for PTN's needs. PTN shall pass through any incentives or awards earned by the Agent without any deductions if such incentives and awards are aimed at front-line agents.

When adding a personal booking into Vacation CRM, the Agent must add "Personal Travel" and any other pertinent information in the comment box. The Agent shall be paid their standard Net Commission for all others traveling with the Agent, including family, friends, and co-workers. Agent must achieve and maintain a three (3) to one (1) ratio of actual client bookings to Agent's bookings for Agent's own personal travel to maintain the personal rate; otherwise, the Agent shall not, except as authorized by PTN prior to booking, the Agent shall not receive the Personal Rate on bookings for their own personal travel until achieving three (3) client bookings at the standard Revenue rate.

## **7. EACH PARTY'S LEGAL STATUS**

### **A. Standards and Licenses**

In order to avoid jeopardizing PTN's reputation and travel supplier arrangements, Agent shall: (a) adhere to all laws and ethical standards applicable to travel agencies and shall operate its business in a manner consistent with general accepted procedures in the industry; (b) have one or more personnel who meet the minimum annual Revenue requirements needed to obtain and maintain a travel agent card issued by IATAN or CLIA; (c) obtain and maintain all local and state licenses required of businesses in general and (if applicable) travel agencies in particular, such as Seller of Travel registrations; and (d) obtain and maintain liability insurance and errors and omissions insurance, if available in the market.

### **B. Taxes**

PTN shall not withhold or pay federal, state, or local income tax or payroll tax of any kind on behalf of the Agent or the employees of the Agent. The Agent shall not be treated as an employee concerning the services performed hereunder for federal, state, or local tax purposes. The Agent shall deliver to PTN upon execution and delivery of this Agreement an IRS Form W-9 disclosing the Agent's tax identification number. PTN strongly recommends Agent establish a separate limited liability company, corporation, partnership, or other similar entity to conduct its travel business. Each party shall be responsible for the payment of all taxes arising out of its performance of duties under this Agreement, including, without limitation, federal, state, and local income taxes. Each party agrees to comply with any state employment and workman's compensation laws applicable to its employees. Each party's obligations under this paragraph shall survive termination of this Agreement.

### **C. Benefits**

Agent shall not be entitled to any benefits, except for Travel Benefits as outlined in Section 6.

### **D. Place and Time of Work**



Neither party shall be required to maintain set hours, work any set number of hours in any week, and spend time at any particular business location.

#### E. Service for Others

Each party is free to seek out business opportunities, advertise, maintain a visible business location, and be available to work in the relevant market.

#### F. Training

The Agent will not be expected to receive any PTN training and will be expected to perform under this Agreement based on Agent's own methods and skills. The agent will be required to pay for any trade seminars or "fam trips" that Agent attends.

### **8. TERM AND TERMINATION**

#### A. Term and Termination for Convenience.

The initial term of this Agreement will be one (1) year from the last date at the end hereof and will automatically be renewed from year to year thereafter unless one Party gives the other Party at least thirty (30) days written notice of non-renewal. Notwithstanding the foregoing, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Following termination, no further payment will be made under Section 5 above, except with respect to commissions and fees received by PTN during the 240-day period after the effective date of termination, for Agent's sales made during the term hereof, but the percentage compensation paid by PTN may be lowered to 0% to compensate PTN for the increased work required of PTN after Agent is no longer affiliated with PTN. Following termination, each party's duties under Sections 4 and 9 of this Agreement will still be in effect.

#### B. Termination for Cause.

This Agreement may be terminated by either Party in the event the other Party breaches this Agreement and does not cure such breach within fifteen (15) days after receipt of written notice of such breach. In addition, upon written notice to the other party, either party may terminate this Agreement immediately following the other party's disloyal, dishonest, or illegal activity. PTN may also terminate this Agreement immediately upon written notice if the Agent misuses the PTN trade name licensed in this Agreement. If this Agreement terminates for cause, then no further payment will be made after the date of termination, but each party's duties under Sections 4 and 9 will still be in effect.

### **9. RESTRICTIONS**

#### A. Confidential Information

During the term of this Agreement, each Party (a "Receiving Party") shall have access to and become acquainted with Confidential Information (as hereinafter defined) of the other Party (a "Disclosing Party").

i. As used in this Agreement, Confidential Information includes, but is not limited to, the terms of this Agreement, personally identifiable client information and purchasing choices of potential and existing clients; sensitive, nonpublic information about Disclosing Party such as financial information, budgets, business plans, policies, and procedures; client, prospect, supplier, and vendor lists or data (including such information contained in paper and electronic form); merchandising, advertising, business, sales or marketing plans, tactics, and strategies; projects; technical or strategic information about online pricing, including but not limited to, contractual relationships with vendors, commission structures, and Disclosing Party related lists and forms; economic or commercially sensitive information, policies, practices, procedures or techniques; trade secrets; litigation theories or strategies; terms of agreements with third parties and third party trade secrets; information about Disclosing Party's employees and independent agents, compensation (including, without limitation, bonuses, incentives, and commissions), or other human resources policies, plans, and procedures, or any other non-public material or information relating to Disclosing Party's business activities, communications, ventures or operations. For purposes of this Agreement, Confidential Information shall not include information that the Receiving Party can demonstrate: (a) was in the public domain at the time of disclosure to it; (b) was published or otherwise became a part of the public domain after disclosure to the Receiving Party through no fault of its own; or (c) was disclosed to the Receiving Party by a third party who

had a lawful right to disclose such information to the Receiving Party without a breach of any duty or other obligation owed, directly or indirectly, to the Disclosing Party.

ii. Receiving Party agrees that, during the term of this Agreement and for a period of five (5) years after termination of this Agreement, Receiving Party will not solicit, disclose or access any Confidential Information from Disclosing Party or any of its employees, agents or contractors except as may be authorized by the Disclosing Party in writing. In addition, Receiving Party agrees that it will use such Confidential Information only in the furtherance of this Agreement and will return such Confidential Information upon request to the Disclosing Party.

iii. Notwithstanding anything elsewhere in this Agreement, Receiving Party may make any disclosure required of it by any judicial proceedings or any federal, state, and local laws or regulations, after providing Disclosing Party with prior written notice prior to such disclosure.

#### B. Restrictive Covenants

During the term of this Agreement and for a period of two (2) years after the termination of this Agreement for whatever reason, each Party shall not (i) handle, or assist any other person or entity to handle, travel business from any person or entity which is then or, which has been within two (2) years prior to the date of such solicitation, a client of the other Party; (ii) influence or attempt to influence any such client not to do business with the other Party; (iii) interfere in any way with the other Party's relationships with any of its clients, employees, or independent contractors; or (iv) transfer reservations to another person or entity or assist any client in canceling any reservation made by or through Agencies. Notwithstanding the foregoing, restrictions on transfer and/or cancellation in this paragraph shall not constitute wrongful influence or interference under (ii) or (iii), respectively.

Moreover, each party hereby represents to the other party that it is not subject to any constraints, restrictions, or other legal or contractual impediments to or prohibitions against entering into this Agreement, including but not limited to those arising in connection with its relationship or association with any person or entity whether as an independent contractor, employee, or otherwise. Such constraints, restrictions, legal or contractual impediments, or prohibitions include, without limitation, any covenants not to compete, covenants not to solicit, nondisclosure agreements, and any other restrictions on competition Agent represent that it is not subject to any such covenants, agreements, or restrictions.

#### C. Restricted Access and Use

After termination of this Agreement, Agent shall refrain from using PTN's name, IATAN, and CLIA numbers.

#### D. Transfer After Termination

During and after the term of this Agreement, Agent shall refrain from transferring (or attempting to transfer) reservations from PTN to another travel Agent, and from inducing a client to cancel and rebook with another travel Agent, unless PTN expressly consents in writing to such transfer or cancellation and rebooking. PTN, in its sole discretion, may consent to such transfer if: (a) Agent agrees in writing to remit to PTN the amount of money corresponding to PTN's share of compensation within 15 days after Agent receives compensation for such sale from Agent's new host or the supplier; and (b) Agent is otherwise in full compliance with this Agreement. In the event of such transfer, PTN may withhold any amounts due to Agent until Agent makes such payments to PTN.

#### E. Agent's Clients versus PTN's Clients

For purposes of this Section 9, Agent's clients shall mean all clients handled by Agent except for clients that Agent solicits or handles in violation of this Section 9.

### **10. MISCELLANEOUS**

A. This Agreement contains the entire agreement by and between the Parties relative to the business arrangement provided for herein. No amendment, waiver, or discharge of any provision of this Agreement shall be effective against any Party unless that Party shall conserve there too in writing.

B. Sole Compensation. The payments called for under this Agreement shall be the sole compensation to which



Agent shall be entitled from PTN for all work performed by it under this Agreement. Agent shall not raise any claim for additional compensation not specifically set forth in this Agreement, including by way of illustration but not by way of limitation, implied authority, oral modification or agreement, estoppel, quantum meruit, or trade practice or custom.

C. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

D. Agent shall have no authority to bind, obligate or commit PTN by any promises or representation unless specifically authorized by PTN in writing in a particular transaction. Any contract on behalf of PTN must be signed by a company officer or other authorized employee.

E. No failure or delay in exercising any rights or remedies according to this Agreement shall constitute a waiver of any other right or remedy pursuant hereto. Resort to one form of remedy shall not constitute a waiver of other available remedies.

F. This Agreement may be executed in counterparts by the parties hereto, each of which shall constitute this Agreement's original. All of which, when taken together, shall constitute one and the same instrument. The parties hereto intend that facsimile or electronic copies of this Agreement's fully executed counterparts shall be binding and enforceable.

G. A ruling by any court that one or more of the provisions in this Agreement is invalid, illegal, or unenforceable shall not affect any other provision of this Agreement. Thereafter, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been included, but only within the court's jurisdiction making the ruling.

H. If a suit is brought to enforce any of the provisions of this Agreement, then the prevailing party shall be paid by the other party all of the prevailing party's costs and expenses of prosecuting and defending the suit, including, without limitation, the reasonable attorneys' fees, court costs and expenses of the prevailing party.

I. This Agreement shall be construed in accordance with, and this Agreement and all matters arising out of this Agreement and the transactions contemplated hereby (whether in contract, tort, or otherwise) shall be governed by the law of the State of Texas. With respect to any suit, action, or proceedings related to this Agreement ("Proceedings"), each party irrevocably (i) agrees that this Agreement shall be performable in Texas; and (ii) submits to the non-exclusive jurisdiction of the federal or state courts in Texas; and (ii) waives any objection which it may have at any time to the laying of the venue of any Proceedings brought in any court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction. Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction, nor will the bringing of Proceedings by a party in any one or more jurisdictions preclude the bringing of Proceedings by such party in any other jurisdiction.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the last date written below.

Pickles Vacations LLC dba Pickles Travel Network

Stephanie Pickles

4261 E. University Dr. #30-505

Prosper, TX 75078

info@picklestravelnetwork.com

Agent's Full Name:



Agency Legal Name (Optional):

Full Mailing Address:

Phone Number:

Email Address:

Date Signed:

X \_\_\_\_\_





# Signature Certificate

Document name: Pickles Travel Network Agent Agreement

Unique Document ID: 8D2DBC6CEA3958DA159E95D32DBC8379FDAE4826

LEGALLY SIGNED USING  
**WP**signature  
Build. Track. Sign Contracts.

## Timestamp

June 2, 2022 1:02 pm CDT

## Audit

Pickles Travel Network Agent Agreement Uploaded by  
Stephanie Pickles -  
enrollment@picklestravelnetwork.com IP  
172.58.109.130



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 9 of 9