

TerraMar Travel, Inc.

Travel Agent Application

DATE _____

Travel Agent Name (last) _____ (first) _____ (init.) _____

Social Security# _____

Date of birth: _____

Address _____

City _____ State _____ Zip _____

Email _____ Phone# _____

Fax# _____ Other# _____

Earned designations such as ACC, CTA etc. (*please send copy*) _____

Are you selling travel full time or part time? _____

How long have you been selling travel? _____

Do you have another Host agency partner? _____

What professional travel groups do you belong to (i.e. ASTA, ARTA etc) _____

Do you have a niche or specialty? _____

Referred by? _____

TerraMar Travel, Inc. (TMT) is fully accredited with CLIA and IATAN; it is registered with the State of California Seller of Travel (#2053942-40) Florida Seller of Travel (FL ST #36618), and Washington State Seller of Travel (#602560231) and is in full compliance with state, local and federal laws. By signing below I am applying to become an Independent, Outside Travel Professional (Independent Contractor) with TerraMar Travel, Inc.

As a TerraMar Travel, Inc. Independent Contractor (Travel Professional) I shall be authorized to act as an independent professional, selling travel related products and services through TMT. Upon accreditation with TMT I shall be authorized to identify myself as a TMT Independent Travel Professional affiliate. This is to be in accordance with the Independent Contractor Agreement, which both parties will execute and in compliance with the TMT Policies and Procedures Manual will be provided at receipt of application. This Manual will be updated from time to time and notification will be sent to each agent.

It is suggested that I enroll in the CLIA training program to further my training and professionalism in the industry. I will also strive to enroll in other training programs that are available to me. As a TMT Independent Contractor I will be paid commission as outlined in the Independent Contractor Agreement. This is in lieu of salary or wages. All commissions are subject to change. As an Independent Contractor it is understood and agreed that I am an Independent Contractor and that there are no benefits, salaries or wages usually associated with employment as an employee. TMT as well as other industry professionals

suggest that the Independent Contractor (the Travel Professional) consider the advice to form an LLC for his/her business operations.

This agreement is considered binding upon the acceptance by TMT through its authorized representative. If an Independent Contractor does not comply with this agreement, TMT has the right to deny renewal and terminate the status of such. If termination does occur or if renewal is denied, the agent agrees to return all credentials or other documents issued by TMT.

It is understood that as a TMT Professional I am not an employee of TMT. I am responsible for any and all taxes, expenses, premiums, contributions and other payments arising from my income and from all activities associated with this agreement. I acknowledge that I am not eligible for any employee benefits and that I am responsible to obtain any required licenses or permits in the state where I reside and conduct my activities.

Neither party shall be responsible for liabilities, debts or obligations of the other and I shall indemnify and hold TMT harmless for any or all liabilities which I may incur or cause. I agree to the terms of the E & O Insurance policy (copy available upon request) and to pay applicable deductible fees (\$1000 per claim) associated with any claim filed against me, personally.

This agreement shall be governed by the laws of the State of California. Any claims arising out of this agreement should be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitration may be entered in a court having appropriate jurisdiction. Any claim I may wish to pursue must be filed in a California court within 120 days of the alleged action, giving rise to the claim and addressed to TMT at its offices in California.

I am aware that if I am a citizen of a country other than the United States, foreign laws, regulations, tariffs, and other factors may apply.

I am at least 18 years of age and I agree that I may not assign this agreement. However, TMT may assign the interest in this agreement. My signature on this agreement constitutes my acceptance of this agreement and binds me to its terms provided that TMT accepts this agreement as indicated herein.

This agreement, along with the Independent Contractor Agreement constitutes the entire agreement of the parties. This may not be modified or amended except by an agreement in writing between the parties.

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 laws. If for any reason a portion of this agreement is deemed invalid or prohibited it shall not affect the validity of the remainder of this agreement.

DATE

TerraMar Travel, Inc.

DATE

Signature of TMT Independent Contractor (Travel Professional)