



The following Agreement is entered into between Magic Me Vacations LLC (or Travel Agency), a LLC located at 42 Howard Street Revere, MA 02151 AND Independent Contract (or Agent):

I. Start and Term of Agreement:

A. The start of this agreement shall commence on the date of Independent Contractor's affirmation to this agreement when paying the \$200 membership fee. The Travel Agency hereby retains the Independent Contractor to act as an independent outside salesperson and the Independent Contractor agrees to act in such a capacity on behalf of the Travel Agency for a period of 1 month from date of Travel Agent Membership purchase or account creation. At the end of that period, the contract shall automatically be extended on a month to month basis.

B. Duties of Independent Contractor. The Independent Contractor is hereby retained by the Travel Agency as a self-employed business person, to sell travel and travel services to the public on behalf of the Travel Agency.

II. Commission Compensation.

As compensation for the services rendered by Independent Contractor under this Agreement, the Independent Contractor shall be entitled to commissions on sales as follows:

A. The Independent Contractor shall be entitled to 70% (commission share) of the Gross Commissions received by the Travel Agency for sales of travel or services by the Independent Contractor. All expenses relating to these sales shall be borne by the Independent Contractor. Payment shall be made to Independent Contractor within two weeks after completion of travel by client unless supplier has not paid the commission to the Travel Agency in this length of time. Otherwise, they shall be paid to the Independent Contractor after clear funds have been received by the Travel Agency. Independent Contractor shall also be entitled to 70% of the Gross Commissions, if they are booking for their own travel.

Independent Contractor agrees not to share or publish their commission share.

B. Travel Agency is entitled to see what bookings are being made in the name of the Travel Agency, so Independent Contractor may also have suppliers email confirmations sent directly to them, but Travel Agency does not permit the Independent Contractor to "Change" the E-Mail address that is in the Travel Agency profile with suppliers. Independent Contractor shall not conduct travel business outside of Travel Agency or their registered suppliers for commission. Independent Contractor may use third party travel companies when not being compensated.

C. Method of Payment. Independent Contractor shall, within 90 days of the end of travel, provide Travel Agency with a statement of commission earned from any booking as outlined above, accompanied by request for payment for Independent Contractor's share of those commissions earned. Submission for commission must be made through the Travel Agency's designated Commission Form. Travel Agency shall report net earnings to the IRS (1099 form) for the Independent Contractor and pay net to Independent Contractor. The Travel Agency may not pay the commissions earned if the Independent Contractor does not submit a statement of commission earned from bookings within 90 days of the end of travel.



D. Independent Contractor shall not register themselves with any supplier without using the Travel Agency's CLIA/IATA number and permission from Travel Agency and may not be compensated for commissions independently.

III. Independent Contractor to Provide Own Business Supplies and Be Responsible for Own Expenses. Independent Contractor shall provide their own business cards and other promotional materials and shall otherwise be responsible for all expenses incurred in performing their duties under this Agreement.

IV. Place of Work.

The Independent Contractor may choose where the work is to be performed, is not required to work on the premises of the Travel Agency, and is not required to answer the phones, or perform any other duties at the Travel Agency's office.

V. Hours.

Independent Contractor may work whatever hours he/she wishes. No fixed hours required by the Travel Agency. The Independent Contractor shall not be required to attend office meetings or office training sessions.

VI. Risk of Loss/Profit Potential.

Independent Contractor assumes the risk of incurring a loss if his/her share of sales commissions does not cover the Independent Contractor's expenses. Similarly, Independent Contractor enjoys the right to earn a profit yielded by commissions shared pursuant to this Agreement.

VII. No Entitlement to Vacation/Benefits as Independent Contractor.

A. As a self-employed individual, the Independent Contractor shall not receive or earn any vacation or sick pay from the Travel Agency and is not covered under the Travel Agency's medical or dental plan. No other benefits are provided.

B. Travel Agency does not guarantee any benefits from any supplier. Independent Contractor agrees to read and follow all rules concerning benefits from any supplier. Independent Contractor will not openly discuss, in any form, benefits offered or received. Independent Contractor agrees to contact Travel Agency regarding any questions pertaining to benefits.

While booking or using any benefit, Independent Contractor agrees to follow any and all codes of conduct and rules or terms. Independent Contractor will be polite and courteous to all parties involved.

VIII. Ability to Hire Assistants.

Independent Contractor retains the right to employ whatever assistants or bring in whatever partners he/she may require at Independent Contractor's expense in order to accomplish the goal of travel sales contemplated by this Agreement. These assistants may not, however, negotiate with travel suppliers on behalf of Cruise Lines unless they are also contracted with Travel Agency.

IX. Independent Contractor Shall Be Responsible for Filing of Federal, State, and Local Estimated Payments on Commissions Received from Travel Agency, and For Other Assessments.

Independent Contractor agrees to be fully responsible for complying with all federal, state, and local laws in connection with performance of this Agreement, including, but not limited to, payment of any estimated or other federal, state, or local income taxes, payment of applicable charges for social



security, FICA, worker's compensation and obtaining any required state or local licenses or registration as a self-employed seller of travel/independent contractor outside salesperson. Independent Contractor agrees to indemnify and hold Travel Agency harmless for any assessments against Travel Agency because of any failure by Independent Contractor to properly pay federal, state, or local income taxes (including estimated tax payments) and file returns in connection therewith, or to pay social security, FICA, or worker's compensation.

X. Ownership of Customers.

The parties acknowledge that all customers of the Independent Contractor are and shall remain the property of the Independent Contractor. If the Independent Contractor shall cease to be associated with the Travel Agency for any reason, all customers of the Independent Contractor shall be free to continue doing business with the Independent Contractor independently, or through any travel agency including this Travel Agency.

XI. Termination of Agreement.

A. EVENTS CAUSING TERMINATION

This Agreement is terminable prior to its expiration at the will of either party. Notification of termination shall be sent by email from either party (Travel Agency email: ashley@magicmevacations.com).

B. EFFECT OF TERMINATION ON COMPENSATION

In the event of either party terminating this agreement (see section XI) the Independent Contractor shall submit all outstanding commission requests within 15 days of their last completed (traveled) booking. After 15 days all commissions shall be forfeited and become the property of the Travel Agency.

C. NON-SOLICITATION OF EMPLOYEES AND INDEPENDENT CONTRACTORS

At all times during the term of this Agreement and for a period of three (3) years thereafter, Independent Contractor will not directly or indirectly solicit or encourage any employee or Independent Contractor of the Travel Agency to leave such employment or engagement with the Travel Agency, or directly or indirectly employ or engage in any capacity any current or former employee or Independent Contractor of the Travel Agency.

Breaking the non-solicitation term will result in damages of no less than \$2,500 per Independent Contractor and \$3,500 per employee and forfeiture of any un-paid commissions.

D. MALICIOUS OR ILL-INTENT FROM INDEPENDENT CONTRACTOR

Any action during this agreement, and up to a period of three (3) years after the termination of this agreement, by the Independent Contractor deemed malicious or ill-intended to hurt or disrupt the Travel Agency or Travel Agency's character will be punishable by no less than \$2,500 per incident.

XII. Remedies.

Any controversy or claim arising out of or relating to this Agreement shall be settled by the courts of (county and state) Suffolk, Massachusetts.

ATTORNEY'S FEES AND COSTS.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.

XIII. AGENT CODE OF CONDUCT



Independent Contractor agrees to abide by all posted rules and terms from the Travel Agency and any Supplier. The Independent Contractor agrees to act professionally and responsibly toward the Travel Agency, Suppliers and Clients. This includes but is not limited to:

A. BENEFITS

Independent Contractor will follow all terms and rules for benefits. This includes:

1. Not discussing them publicly in any form
2. Directing all benefit questions to the Travel Agency Team
3. Following all terms and rules posted by a Supplier

Mis-use of Benefits may result in a ban or removal from the Travel Agency.

B. MONIES/INFORMATION

Independent Contractor will protect and follow all rules and regulations concerning monies and information including:

1. All privileged information including Travel Agency emails, websites, tools, packets, supplier information and downloads
2. All client information including names, emails, addresses, DOB's, phone numbers and submitted forms
3. All monies and payment information including credit cards, accounts and submitted forms

C. COMMUNICATION

Independent Contractor will follow and communicate professionally all rules, regulations and terms from the Travel Agency and any Supplier including:

1. Social Media and website posts and pages
2. Any and All Booking Terms
3. Over the phone, through email, DM or text message
4. Will not engage or reach out to any supplier, executive or BDM without having spoken to the Travel Agency first and received permission

XIV. GENERAL PROVISIONS

PARTIAL VALIDITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

LAW GOVERNING AGREEMENT.

This Agreement shall be governed by and in accordance with the laws of (state) Massachusetts.

COMPLETE AGREEMENT; MODIFICATION OR WAIVER.

This Agreement represents the complete understanding of the parties with respect to the described outside sales relationship. It may be modified by Travel Agency and all reasonable efforts will be made to notify the Independent Contractor (email, website posting) of any changes. Continuation of this Agreement shall constitute Independent Contractor's agreement to any modifications.



No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, not shall any waiver constitute a continuing waiver.