

INDEPENDENT CONTRACTOR AGREEMENT

Agreement made this _____ day of _____, 20____ between PRESTIGE TRAVEL SYSTEMS INC., dba Prestige Travel Systems, a travel agency, having its principle place of business at 2803 W Busch Boulevard, Suite 100, Tampa, FL 33618, hereinafter referred to as the AGENCY, and _____ (name) _____ (address), _____ (city) _____ (state) _____ (zip code), herein after referred to as the INDEPENDENT CONTRACTOR.

1. Terms of the Agreement

The AGENCY hereby retains the INDEPENDENT CONTRACTOR to act as an independent outside salesperson with a primary purpose of promoting and selling travel and the INDEPENDENT CONTRACTOR agrees to act in such a capacity on behalf of the AGENCY for a period of twelve (12) months from _____ (date). This agreement may be terminated if either party serves the other with thirty (30) days written notice; or when the INDEPENDENT CONTRACTOR does not meet the minimum commission earnings requirement (\$100 net earned commission) in the twelve-month period or AGENCY policies and procedures are violated by INDEPENDENT CONTRACTOR.

2. Duties of the Independent Contractor

The INDEPENDENT CONTRACTOR is hereby retained by the AGENCY as a self-employed businessperson to sell travel and travel services to the public on behalf of the agency. The INDEPENDENT CONTRACTOR must adhere to all AGENCY policies and procedures. The INDEPENDENT CONTRACTOR is not allowed to book any travel at net rates (travel rates not including commission) without the prior written authorization of Prestige Travel Systems management. Net rates booked without proper authorization are the responsibility of the INDEPENDENT CONTRACTOR for any uncollected commission due to the agency from the travel supplier and may be in violation of state law and subject to the termination of this agreement.

3. Compensation of the Independent Contractor

A. Computation

The INDEPENDENT CONTRACTOR shall be entitled to the following share of commissions, based on his/her level provided all proper policies and procedures are followed:

Level I – 30% Level II – 35% Level III – 40% Level IV – 50% Level V – 60% XTP – 60%

At the levels IV, V, XTP and Professional Levels, the INDEPENDENT CONTRACTOR must provide his/her clients with ALL SERVICES required for booking. If AGENCY staff is required to perform services beyond the issuance of tickets or invoicing, the INDEPENDENT CONTRACTOR'S commission share will be reduced. All travel club bookings or those made directly by the INDEPENDENT CONTRACTOR'S client without involvement on the part of the INDEPENDENT CONTRACTOR will automatically be paid at the 30% level.

B. Method of Payment

INDEPENDENT CONTRACTOR shall be paid monthly by AGENCY. AGENCY shall, within 15 days of the end of each month, provide INDEPENDENT CONTRACTOR with an accounting of all commissions earned and expenses directly attributable to those sales during the previous month, accompanied by payment for INDEPENDENT CONTRACTOR'S share of those commissions earned. AGENCY pays commission on completed travel. AGENCY will not be responsible for payment of any commission to the INDEPENDENT CONTRACTOR not received by the AGENCY.

4. Independent Contractor to provide own business cards and be responsible for own expenses.

The INDEPENDENT CONTRACTOR shall provide his/her own business cards and other promotional materials and shall otherwise be responsible for all expenses incurred in performing his/her duties under this Agreement.

5. 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 AGENCY, and is not required to answer the phones, or perform any other duties at the AGENCY'S office. INDEPENDENT CONTRACTOR agrees not to portray in any manner that his/her place of conducting business is the home office of PRESTIGE TRAVEL SYSTEMS or to alter with any vendor or travel supplier, the ARC registered address of PRESTIGE TRAVEL SYSTEMS.

6. Hours

INDEPENDENT CONTRACTOR may work whatever hours he/she wishes. No fixed hours are required by the AGENCY. The INDEPENDENT CONTRACTOR shall not be required to attend office meetings or office training sessions.

7. No entitlement to vacation or other benefits.

As a self-employed individual, the INDEPENDENT CONTRACTOR shall not receive or earn any vacation or sick pay from the AGENCY and is not covered under the AGENCY'S medical plan.

8. Ability to hire assistants.

INDEPENDENT CONTRACTOR retains the right to employ whatever assistants or bring in whatever partner he/she may require at INDEPENDENT CONTRACTOR'S expense in order to accomplish the goal of travel sales contemplated in this Agreement.

9. Independent Contractor shall be responsible for filing of Federal, State, and Local Estimated Tax payments on commissions received from 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, and payment of applicable charges for social security, FICA, and worker's compensation. AGENCY shall not be responsible for payment or withholding of any such items in connection with services rendered by the INDEPENDENT CONTRACTOR under this Agreement. INDEPENDENT CONTRACTOR agrees to indemnify and hold AGENCY harmless for any assessments against AGENCY because of any failure by the INDEPENDENT CONTRACTOR to properly pay federal, state, or local taxes (including estimated tax payments) and file returns in connection therewith, or to pay social security, FICA, or worker's compensation.

10. Acceptance of payment for travel services.

INDEPENDENT CONTRACTOR is authorized to take travel reservations with but not limited to, airlines, cruise lines, hotels, auto rentals, tour operators, etc. INDEPENDENT CONTRACTOR is not allowed to receive fees or funds. All monies are paid directly to PRESTIGE TRAVEL SYSTEMS in Tampa, Florida. INDEPENDENT CONTRACTOR does not have ticket stock or any other travel documents in inventory. All tickets, travel payments, and confirmations are generated by PRESTIGE TRAVEL SYSTEMS at 2803 W Busch Boulevard, Suite 100, Tampa, FL 33618.

11. Advertising

INDEPENDENT CONTRACTOR agrees not to use the PRESTIGE TRAVEL SYSTEMS name in any form of media advertising without the prior express written approval of PRESTIGE TRAVEL SYSTEMS. This would include, but not be limited to: newspapers, magazines, flyers, periodicals, radio, and television or the Internet.

12. IATAN Personnel Listing/Card and CLIA Individual Agent Membership

INDEPENDENT CONTRACTOR understands and agrees that to be eligible to have his/her name entered on the PRESTIGE TRAVEL SYSTEMS' IATAN Personnel List, receive an IATAN card or apply for CLIA's Individual Agent Membership, INDEPENDENT CONTRACTOR must meet minimum industry standards of net commissions earned.

13. Membership Satisfaction Guarantee

If the program does not meet your expectations, notify the Agent Support Center. When books & materials are received by Prestige Travel in their original condition within 30 days of your initial registration, you will receive a full refund for your membership fee less the cost of an administrative/shipping & handling fee.

This Agreement shall be governed by and constructed in accordance with the laws of Florida. This Agreement represents the complete understanding of the parties with respect to the described outside sales relationship. It is not to be amended after the date hereof except by an instrument in writing signed by both parties. No amendment, modification, termination, or waiver shall be binding unless in writing and signed by the party against whom the amendment, modification, termination, or waiver is sought to be enforced. No waiver of any provisions under this Agreement shall be deemed, or constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

Executed at Tampa, Florida, on the day and year first above written.

BY: _____ INDEPENDENT CONTRACTOR

BY: _____ PRESTIGE TRAVEL SYSTEMS