

Outside Independent Agent Agreement

This Agreement is made on this [Date] between Cruise Craze 360 DBA Kollaszar Vacations LLC (hereinafter Cruise Craze 360) and Associate Advisor (Outside Agent).

Subject to the terms and conditions contained in this Agreement, Cruise Craze 360 engages Outside Agent to perform the services described.

The parties mutually agree:

Definitions

Approved Promotional Material – Promotional material approved by Cruise Craze 360 that is either: 1) designed by or for Outside Agent or 2) altered Supplied Promotional Material.

Booking – At the time a deposit is paid, it is a booking.

Commission Earned – Commission Earned is calculated as follows:

New Agents are paid at 70% commission. This will be reassessed every 6 months.

Commission is paid by Cruise Craze 360 to Outside Agent after the Client travels. This may be delayed if outside agent submits Sale incorrectly. Outside agent is responsible for their own accounting for all sales. If a supplier fails to pay out it is up to the outside agent to follow up with said supplier.

Client – A Client is an individual interested in booking travel that initiates contact with Outside Agent, has contact initiated by Outside Agent, or is referred to Outside Agent by Cruise Craze 360.

Payable Commission – Commission Earned that has been received by Cruise Craze 360, where the Client has completed their travel and the Commission has been clearly reported by Outside Agent to Cruise Craze 360.

Promotional Material – written materials, including websites, designed to promote travel to:

Supplied Promotional Material used without change.

Supplier – A company that supplies Clients with accommodations, travel services, or related services including Suppliers may be used if approved in writing by Cruise Craze 360.

Referral – a client referred to Outside Agent for travel service, however, there is no guarantee of any referrals from Cruise Craze 360 to Outside Agent

Section 1. Nature of Relationship

The purpose of this Agreement is to define in full terms Associate Advisor engagement and the fees to be paid. There is no employer/contractor or master/servant relationship between Associate Advisor and nothing in this Agreement shall be construed as establishing any such relationship. This Agreement continues a business relationship between Cruise Craze 360 and Associate Advisor. This relationship operates on an as needed and day-to-day basis as mutually agreed by Cruise Craze 360 and Associate Advisor. The Agreement does not constitute a hiring by either party. The parties hereto are and shall remain Independent Contractors bound by the provisions hereof.

The Associate Advisor is under the control of Cruise Craze 360 as to the result of the Associate Advisor work only, and not as to how result is accomplished. This agreement shall not be construed as a partnership and neither party hereto shall be liable for any obligations incurred by the other except as provided elsewhere herein.

SCOPE OF CONTRACTOR: Cruise Craze 360 contracts Associate Advisor as a self-employed agent to sell cruise, land packages, tours, and other vacation services. Associate Advisor agrees to render assistance and services to Cruise Craze 360 in coordinating travel tours and to provide any additional services, which Cruise Craze 360 may from time to time assign to Associate Advisor, at Cruise Craze 360's sole discretion. Cruise Craze 360 reserves the right to modify, at its sole discretion, the scope, nature, duration, and extent of services Associate Advisor is to provide under this Agreement. If, in the course of rendering services, Associate Advisor determines that he/she will be unable to complete the work within the agreed-to time period or in the manner This agreement shall not render Outside Agent an employee, partner, or joint venture partner/member with Cruise Craze 360 for any purpose. The Outside Agent is and will remain an independent contractor in his/her/its relationship with Cruise Craze 360. Cruise Craze 360 will not be responsible for withholding taxes with respect to Outside Agent's compensation under this Agreement. Outside Agent has no claims against Cruise Craze 360 for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance, or employee benefits of any kind.

WORKING RELATIONSHIP: Associate Advisor works on his or her own schedule at location of his or her choice and sets his or her hours. Furthermore, Associate Advisor is not required to work any number of hours and is not required to perform any work whatsoever at the Cruise Craze 360 office. It is totally up to Associate Advisor how he/she will work and when. As a self-employed independent contractor Associate Advisor does not earn any vacation, sick pay or any other benefits. A 1099 will be issued where required. Associate Advisor is expected, at all other times, to provide their own office equipment when working outside the offices of Cruise Craze 360

MEMBERSHIP: This is a membership-based agreement pursuant to the requirements based herein. The Outside Agent agrees to pay Cruise Craze 360 a monthly fee for the plan entitled. The fee shall be due the second Friday of every month and failure to pay said fee shall immediately cause termination of travel bookings. The fee shall be \$25.

The monthly fee shall include the following:

1. Access to Cruise Craze 360's Host Agency, TPI

Section 2. Responsibilities of Parties

Section 2.1. Responsibilities of Outside Agent

Outside Agent shall:

1. Complete all supplier trainings, or any other training deemed necessary by Cruise Craze 360 within 10 days of the Cruise Craze 360 execution of this Agreement.
2. Service Clients in a professional, courteous, and timely manner. This includes contacting Clients via phone or email within one business day of the Client being referred to Outside Agent and providing Client a price quote within one business day after a Client request.
3. Pay all expenses incurred by Outside Agent in the performance of duties under this Agreement.
4. Use only Approved or Supplied Promotional Material
5. Forward promptly to Cruise Craze 360 any materials or records requested.
6. Maintain at Outside Agent's sole expense:
 1. A dedicated phone number with call waiting and voice mail
 2. A facsimile number
2. Make all travel reservations in accordance with procedures established by Cruise Craze 360. This includes never accepting funds from a Client but rather only processing payments to companies approved of in writing. This also includes never keeping electronic copies of Client credit cards, bank accounts, etc. for more than 24 hours.
3. Personally, carry out the client portions of Outside Agent's obligations, although non-client portions (accounting, network support, etc.) may be subcontracted.
4. Provide commission reports correctly loaded into TESS for all travel reservations via email prior to receiving payment from Cruise Craze 360 of Commission Earned.
5. Comply fully with all applicable federal, state, and local laws and regulations.
6. Comply fully with all regulations of Cruise Craze 360's business partners.
7. Be solely responsible for the conduct, compensation, payroll withholding, insurance, and reimbursement of Outside Agent's own employees, if any.
8. Maintain a separated business identity and provide Cruise Craze 360 with related bank account information to be used by Cruise Craze 360 to electronically transfer Payable Commissions.
9. Pay all income taxes due on any compensation received under this Agreement
10. Destroy all copies of Cruise Craze 360 provided software upon termination of this agreement for any reason or upon request of Cruise Craze 360.
11. Use best reasonable efforts to use quote pages to Client in agreement with recommended practices of Cruise Craze 360.
12. Make reasonable efforts to participate in Cruise Craze 360 webinars and conference calls but will not be required to do so.

13. Outside Agent cannot book contracted groups with attrition unless the outside agent has a written agreement with Cruise Craze 360 and Outside Agent agrees to full responsibility for the attrition date. If the outside agent incurs penalties for the attrition due to the non-release of rooms by the Outside Agent, the Outside Agent shall bear the full expense of repaying or booking said rooms.
14. Outside Agent is to offer travel insurance in writing for each booking to customer.
15. Outside Agent, if operating within a State in which Cruise Craze 360 is not a registered seller of travel the necessary costs and documents for sales of travel within said State.
16. **DEPARTMENT OF TRANSPORTATION (DOT) DISCLOSURE RULES:** The Associate Advisor shall be liable to inform clients of all DOT disclosure regulations and the Associate Advisor agrees to hold Cruise Craze 360 not liable for failure to inform their clients of said regulations. Associate Advisor shall indemnify and hold harmless Cruise Craze 360 and its affiliates and their respective officers, directors, employees and/or agents from any claims of any kind whatsoever, in any manner caused by, arising from,
17. **DEADLINES, CHANGES, CANCELLATIONS:** All suppliers have cancellation, deadlines and change policies. IT IS THE Associate Advisor 'S RESPONSIBILITY TO MAKE SURE THAT YOU AND YOUR CLIENTS ARE AWARE OF SUPPLIER REFUND PENALTIES AND DEADLINES, if any. Associate Advisor gives Cruise Craze 360 the authority and the right to use any means to collect any and all penalties and cancellation fees incurred by Associate Advisor with the suppliers and not promptly settled.

Associate Advisor SHALL NOT:

1. Offer or commit to waive, alter, or change any provision of any travel package or any pricing terms of Cruise Craze 360
2. Use Cruise Craze 360's CLIA or IATA (if either are applicable) agency identification number for any reason other than to service Clients or to obtain a discount for Outside Agent's personal vacation.
3. Incur any expense or obligation in the name of Cruise Craze 360
4. Use Cruise Craze 360's name, trade names, trademarks, service marks, or logos in connection with Outside Agent's business other than as permitted in writing by Cruise Craze 360.
5. Engage in any action that states or implies that Outside Agent has authority to make any commitments (other than Client Bookings) on behalf of Cruise Craze 360.

Section 2.2 Responsibilities of Cruise Craze 360

Cruise Craze 360 shall:

1. Pay Payable Commissions each month.
2. Make Referrals to Outside Agent at its discretion.
3. File, as necessary, the listing of the Outside Agent as an independent contractor (Outside Agent) in any State in which the Outside Agent is located or doing business if Cruise Craze 360 is a registered seller of travel within said State(s)

Section 3. Indemnity

Outside Agent agrees to indemnify and hold harmless Cruise Craze 360 and its successors and assigns, from any claim, action, liability, loss, damage or suit, arising from acts or omissions of Outside Agent or his/her/its assigns in the performance of this Agreement. Outside Agent shall promptly notify Cruise Craze 360 of any such claims asserted, and, upon such notice, Cruise Craze 360 shall have the right, but not the obligation, to assume the defense of such claims at its own expense, and shall have the power and authority to settle or defend the matter. This indemnification shall survive the termination or expiration of this Agreement and shall be unlimited as to amount or duration.

Section 4. Computer Products

Outside Agent agrees that software provided by Cruise Craze 360 shall remain the sole property of Cruise Craze 360 and is subject to all copyright, patent, and trademark rights as allowed by law. Outside Agent may not share such software with any other entities. Outside Agent agrees to halt use of Cruise Craze 360 software and destroy all copies of the software when requested by Cruise Craze 360 and/or when the Agreement terminates for any reason. Additionally, Outside Agent agrees to provide a notarized affidavit that all copies of the software have been destroyed if requested by Cruise Craze 360.

Section 5. Termination

Outside Agent may terminate this Agreement upon thirty (30) days written notice to Cruise Craze 360. Cruise Craze 360 may terminate this Agreement at any time with or without cause by providing Outside Agent written notice of such termination. Upon notice of termination of this Agreement, Outside Agent shall submit to Cruise Craze 360: (a) a list of all prospective or pending Clients or other Client Referrals in which Outside Agent was involved prior to the termination of the Agreement and that have not been consummated or otherwise finalized at the time of such termination; and (b) a report on the status of all outstanding Clients. Outside Agent shall provide a separate list of all agents procured solely through the endeavors of Outside Agent which Outside Agent claims to be his/her work product. Outside Agent agrees to cease to operate all social media related to Cruise Craze 360 immediately after the termination of this Agreement and to render such media site or communications inactive and inaccessible to everyone within five (5) days after the termination of this Agreement. Outside Agent further agrees to deliver to Cruise Craze 360, or if so directed by Cruise Craze 360, destroy within five (5) days after the termination of this Agreement, all marketing aids in its possession and related marketing or Cruise Craze 360 literature. In the event that any prospective or pending sale of travel to Client is undertaken, and Outside Agent was the direct procuring cause of such travel and this Agreement was not terminated as a result of a breach by Outside Agent, Outside Agent shall be entitled to receive commissions on such Client travel. If Outside Agent's conduct was cause of termination, Cruise Craze 360 may elect to withhold all unpaid commissions in Cruise Craze 360's sole discretion. In the event

Outside Agent is no longer an agent of Cruise Craze 360, Cruise Craze 360 shall pay Outside Agent commissions on all Bookings from clients that Outside Agent has provided service to while acting as an Independent Contractor of Cruise Craze 360, provided Outside Agent has not been terminated for misconduct, as reasonably determined by Cruise Craze 360. Cruise Craze 360 reserves the right to not pay commissions if Outside Agent does not service Cruise Craze 360 clients in a professional and timely manner after Outside Agent's termination as an outside agent. In the event certain clients are transferred to other agents following Outside Agent's departure, Cruise Craze 360 reserves the right to pay Outside Agent partial or no commission on such clients in its sole and reasonable discretion.

IMMEDIATE TERMINATION (Loss of Earned Commission): Cruise Craze 360 reserves the right to immediately terminate without notice this Agreement with the Associate Advisor for: The occurrence of circumstances that make it impossible or impracticable for the business of Cruise Craze 360 to continue; the continued incapacity on the part of the Associate Advisor to perform his/her duties; the willful or negligent breach of duty by the Associate Advisor in the course of his/her performance under this agreement; Misrepresentation, Dishonesty; Fraud, Theft, Identity Theft, Worthless Check Writing; Unprofessional Activities including, but not limited to, using abusive language directed at Cruise Craze 360 employees and/or agents; Inappropriate Conduct, including, but not limited to, using abusive language, making slanderous comments or defamation of character directed towards Cruise Craze 360 at any travel industry event including, but not limited to, trade shows, seminars-at-sea, and FAMS; Disruption of Cruise Craze 360's business, including but not limited to written, verbal or electronic adverse or derogatory communication through emails, chats, postings, blogging, bulletin boards, and message boards; failure to pay any monthly Admin Fee, the Associate Advisor authorizes or requests any supplier/vendor to send commission directly to the Associate Advisor bypassing Cruise Craze 360; Any alteration by the Associate Advisor of Cruise Craze 360's profile with any and all suppliers/vendors (In the unforeseen event that you encounter a supplier that has an address for Cruise Craze 360 other than the address at the top of this agreement, you are required to advise Cruise Craze 360 so the correction can be made - do not update yourself); Violation of airline ticketing rules and/or violations of any supplier rules, including, but not limited to, rebating, discounting, deceptive advertising, failure to provide any promised upgrade or onboard credit, onboard or on-property solicitation of customers or agents, violation of a no-book status mandate/ruling held against you, if any of the above occurs, this Agreement will terminate immediately and the Associate Advisor will forfeit all unpaid commissions. All bookings under deposit or final payment will not be released to any other travel agency.

AMENDMENT OF AGREEMENT: Cruise Craze 360 may make amendments and/or changes to this Agreement at any time thirty (30) days in advance of the effective date by posting the amendments and/or changes by electronic notification (e-mail). Amendments and/or changes to the contract shall automatically become effective thirty (30) days after posting or electronic notification. Amendments and/or changes to the contract will not apply to any bookings made prior to the effective date of such changes provided that the Associate Advisor has transacted the booking with Cruise Craze 360. The Associate Advisor will have seven (7) days to provide Cruise Craze 360 with written notice of termination of the Independent Contractor Agreement. Associate Advisor's failure to provide written notice of termination of this new Agreement within seven (7)

days of the effective date of such amendment and/or changes will indicate that the Associate Advisor is agreeing to abide by the terms and conditions of the new Agreement. This contract also includes attached Exhibits sent during new sign up or renewal of Associate Advisor.

Section 6. Confidentiality

Section 6.1 Property of Cruise Craze 360

Outside Agent understands and agrees that all Client names, Client addresses, Client and prospective Client lists, memoranda, correspondence, orders, written data, reports, travel plans and records of every kind relating to Cruise Craze 360 including, but not developed independently of Outside Agent's association with Cruise Craze 360 are, shall be, and remain the sole and exclusive property of Cruise Craze 360. All such information of every kind (including copies thereof) that comes within Outside Agent's possession or control shall be delivered to Cruise Craze 360 immediately upon demand or, in any event, within five (5) business days following termination of this Agreement.

Section 6.2 Non-Disclosure

Outside Agent understands that he/she/it will have access to and agrees to treat as confidential any information concerning Clients of Cruise Craze 360 and Cruise Craze 360's business, services, techniques, methods, price lists, plans and policies and he/she/it will not, during the term of this Agreement or at any time thereafter, disclose any such information in whole or in part to any person, firm, or party for any reason or purpose whatsoever or use such information in any way or in any capacity other than for the purposes set forth herein and the furtherance of the interests of Cruise Craze 360.

Section 6.3 Survival of Provision

The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

Section 7. Restrictive Covenants

Section 7.1 Terms

Outside Agent, recognizing the value of the knowledge he/she/it has and will have acquired of Cruise Craze 360's Clients, business, products, techniques, methods, prices, plans, and policies, and of the names, addresses and travel requirements of Clients, agrees that during the time he/she/it is an Outside Agent for Cruise Craze 360 and for a period of one (1) year after such relationship terminates, for whatever reason, Outside Agent shall not directly or indirectly as an individual or on behalf of any other person or organization:

- a. Solicit, for the purpose of sale of any travel, any person who was a Client of Cruise Craze 360 during the term of this Agreement or any potential Client of Cruise Craze 360 whose name became known to Outside Agent while working for Cruise Craze 360;
- b. Induce or attempt to induce any person who was a Client, Outside Agent, or other independent outside travel representative of Cruise Craze 360 during the term of this

Agreement or potential Client of Cruise Craze 360 whose name became known to Outside Agent while working for Cruise Craze 360 to terminate any existing relationship with Cruise Craze 360;

- c. Disparage in any medium Cruise Craze 360 or any of its officers, employees, representatives, or services.
- d. Seek to employ any employee of Cruise Craze 360 or induce any such employee to leave the employment of Cruise Craze 360; or

Section 7.2 Reasonable and Adequate

Outside Agent and Cruise Craze 360 agree and acknowledge that the restrictions contained in this Agreement are reasonable and properly required for the adequate protection of the business of Cruise Craze 360. Outside Agent further acknowledges that his/her/its ability to earn a livelihood without violating the restrictions contained in this Agreement is a material condition to his/her/its engagement by Cruise Craze 360. The parties have attempted to limit Outside Agent's right to compete only to the extent necessary to protect Cruise Craze 360 from unfair competition. The parties recognize, however, that reasonable people may differ in making such a determination. Consequently, the parties hereby agree that, if the scope or enforceability of this restrictive covenant is in any way disputed at any time, a court or other trier of fact may modify and enforce the covenant to the extent that it believes to be reasonable under the circumstances existing at that time.

Section 7.3 Injunctive Relief

If Outside Agent breaches or threatens to breach the restrictions contained in this Agreement, Outside Agent agrees that Cruise Craze 360 is entitled to immediate injunctive relief, in any court of competent jurisdiction, prohibiting Outside Agent from breaching or continuing to breach this Agreement.

Section 7.4 Increase in Term for Court Action

If Outside Agent violates the restrictions contained in this Agreement and if any court action is instituted by Cruise Craze 360 to prevent or enjoin such violation, then the period of time during which Outside Agent's business activities shall be restricted, as provided by this Section 7, shall be lengthened by an amount of time equal to the periods between the date of termination of Outside Agents association with Cruise Craze 360 and the date on which the decree of the court, disposing of the issues upon the merits, shall become final and not subject to further appeal.

Section 7.5 Survival of Provision

The provisions of this Section 7 shall survive the termination or expiration of this Agreement.

Section 8. Notices

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given if: (a) delivered personally to the recipient; (b) sent to the recipient by reputable express courier service (charges prepaid) or mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, or (c) transmitted by facsimile to the recipient with a confirmation copy to follow the next day to be delivered by express courier. Such notices, demands and other communications shall be sent to the address indicated below:

If to Cruise Craze 360

Cruise Craze 360

If to Outside Agent

Phone: _____
Fax: _____
Email: _____

Or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

Section 9. Cost of Enforcement

If Outside Agent is in breach of any covenant of this agreement, Outside Agent agrees to pay all costs incurred by Cruise Craze 360 in enforcement of this agreement, including attorneys' fees.

Section 10. Severability

In the event any provisions or covenants (or any portion thereof) of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Section 11. Entire Agreement

This Agreement sets forth the entire agreement and understanding between and Outside Agent. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement will be effective unless in writing signed by a representative of Cruise Craze 360 and Outside Agent. Any subsequent modifications or changes will not affect the validity or scope of this Agreement.

Section 12. Miscellaneous

No assignment by Outside Agent of this Agreement or any commissions due hereunder shall be valid unless approved in writing in advance by an authorized officer of Cruise Craze 360. No modification or waiver of any provision of this Agreement shall be binding on either party unless made in writing and signed by an authorized officer of that party. This Agreement is governed by the law of the State of WI as it applies to a contract executed, delivered, and performed in such state.

In the event of termination of this contract, all clients developed solely through the effort of the independent agent shall be the property of the IC upon the completion of any bookings currently in process. The IC must contact the Agency within 10 days of termination and provide the list of clients as referenced above. In the event that IC fails to contact the agency, then agency shall assume all clients are to be retained and serviced by the Agency. All clients that were developed by leads of the Agency shall remain the property of the Agency.

Cruise Craze 360:

Outside Agent:

By:
Title:

Name:_____

Tax ID:_____