

Vietlink Travel & Service



INDEPENDENT TRAVEL ASSOCIATE AGREEMENT

1820 West 3600 South, Suite #C, West Valley City, UT 84119 – Tel. (801) 973-4163 – Fax. (801) 973-2545

NAME: _____	SOCIAL SECURITY NO.: _____
DRIVER LICENSE NO.: _____	DATE OF BIRTH (MMDDYY): _____
ADDRESS: _____	BUSINESS NAME: _____
CITY: _____ ST: _____ ZIP: _____	FEDERAL TAX ID NUMBER: _____
HOME PHONE: _____	BUSINESS TYPE: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship
DAYTIME PHONE: _____	<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____
FAX NUMBER: _____	SIGNATURE: _____ DATE: _____

Vietlink Travel & Service (VTS) and _____, Travel Associate (TA) hereby agreed to the following terms governing TA's activities, duties and rights as a VTS Independent Travel Agent.

1. Travel benefits: TA may take full advantage of travel benefits (as per supplier standards) upon completion and receipt of this agreement at VTS office. In addition, TA will be eligible for travel benefits once the provisions for IATAN have been met and maintained annually.

2. Relationship: (a) TA acknowledges that it is an Independent Travel Associate, and is hereby authorized to make travel arrangement through VTS on a net fare or commission basis. No partnership, franchise or agency relationship is intended by this agreement, and neither party shall be responsible for any obligation or expenses whatsoever of the other. As used herein, the terms travel services, travel arrangements and ticketing include air, hotel, car rental, cruise, ground transportation, special interest incentive travel and other travel related services. (b) VTS agrees to provide TA ticketing services for airlines, hotels, car rentals, cruises, trains, and tours in accordance with the terms of this agreement. VTS has the right to modify reservation processing, as it deems appropriate. (c) TA agrees not to engage in any practices not acceptable to suppliers of travel or state regulatory agencies, including but not limited to "Hidden City" or "Back to Back" ticketing. (d) TA agrees not to deal with wholesalers or consolidators under VTS name. TA's that wish to promote group travel and tours, must secure approval to use a specific wholesaler from VTS. (e) This agreement is effective upon receipt and approval of the completed document for a period of one year and will automatically be renewed for an additional one year period unless written notice is given by VTS or TA of its intent to terminate this agreement. (f) VTS has the right to amend this Agreement at any time, giving TA written notice as to any changes.

3. TA Responsibilities and Representations: (a) TA is an Independent Travel Associate who owns and operates a travel business and has all government required permits and licenses to operate such business. TA is solely responsible for the operation of its own business including payments of all expenses and taxes. (b) TA is solely responsible for all travel arrangements made by it for its clients and all consequences resulting from TA's travel arrangements or failure to make or cancel travel arrangements. (c) TA will pay for all transactions prior to booking or travel deadline. VTS will accept credit card as the form of payment if credit card holder is a traveller. TA is responsible for any fraudulent credit card use, debit memos from any travel vendor for violation of ticketing rules, credit card payment refusals, and any other losses assessed by vendors. TA is subject to termination for failure to be promptly responsible for its financial obligations. (d) TA represents it has never been accused or convicted of a criminal act and

consents to and hereby authorizes any criminal and background investigation and credit check which VTS may perform from time to time. (e) TA must not, under any circumstance, provide a travel vendor with its personal address and/or phone number nor shall TA deposit any vendor check sent to it, this could result in legal action.

4. Commissions: (a) TA shall receive 50% of the standard commissions fare basis for all TA's valid bookings on airlines, hotels and car rental, cruises, trains and tour bookings - all commissionable means of travel. (b) For any VTS net fare basis, TA shall mark-up its own fare and earn 100% commissions for all TA's valid bookings on airlines, hotels and car rental, cruises, trains and tour bookings that are sale directly to its clients. (c) Commission for tickets issued by VTS that are due to TA when VTS received commissions from airlines and commissions received from the vendor by VTS that are due to TA shall be mailed quarterly or credited to TA escrow account per TA requested. Any debts, postages, and service fees owed by TA to VTS shall be deducted from TA's next commission check, or TA's credit card.

5. Payment: (a) TA and/or their clients shall pay for travel services and documents by credit card, certified check or money order payable to VTS. If credit card is utilized, TA must obtain and transmit to VTS a signature authorizing use of a credit card and bears full risk of acceptance, fraud, charge-backs. In addition to the amount of the item, TA shall pay a \$25.00 service fee to VTS for each charge-back of dishonored item. (b) VTS reserves the right to assess a \$10.00 per ticket issued by VTS for transactions on valid booking per net fare basis tariff. (c) VTS reserves the right to assess a \$25.00 service fee or per tariff's conditions and rules restriction if applied for any transactions that include, but are not limited to: Exchanges, Coupon and Certificate items (fee does not apply to any of the VTS coupons), Frequent Flier Certificates, Miscellaneous Charge Orders (MCOs), Tour Orders, Prepaid Ticket Authorizations (PTAs), Refunds, Voids, Reissues, Cancellations. TA has the right to recoup this fee from their clients. (d) Payment in full is a condition to the delivery of travel documents.

6. Indemnity: TA acknowledges that VTS shall act only as an agent for travel, in connection with its duties, and that VTS shall not liable for any loss or failure to provide travel, hotel and transportation arrangements. In addition, TA shall indemnify and hold harmless VTS, its agents, employees, officers and associates from any liabilities or claims asserted against VTS as a result of services provider hereunder.

7. Termination: Should TA fail to perform any of its obligations hereunder, or do anything which in the opinion of VTS is harmful to the reputation or success of VTS, VTS shall have the right to terminate this agreement. No delay or failure by VTS to exercise any rights or remedies hereunder shall constitute a waiver.

8. Venue/Expenses: This agreement shall be interpreted and construed under the law of the State of Utah and Salt Lake County, Utah shall be the venue for any legal proceedings.

By executing this agreement, TA understands and accepts financial responsibility for any and all charges, debits, and recalls resulting from errors on its part, and that by signing this agreement TA will comply with the VTS rules and regulations. TA has carefully read and understands this agreement and voluntarily executes it.

TRAVEL ASSOCIATE NAME: _____

SIGNATURE: _____ **DATE:** _____

VIETLINK TRAVEL & SERVICE

SIGNATURE BY: _____ **DATE:** _____