



# Big Dreams Travel Independent Contractor Agreement

(Updated December 21, 2023)

The purpose of this agreement is to outline the terms of the agreement made between **Big Dreams Travel, LLC** ("BDT") and \_\_\_\_\_ ("Contractor"), with a principal place of business at \_\_\_\_\_ (*Contractor Address*).

## I. Independent Contractor Status

- A. Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, BDT's employees. In its capacity as an independent contractor, both parties agree to the following:
  1. Contractor has the sole right to control and direct the means, manner, and method by which the services will be performed.
  2. BDT does not have any requirements for how the Contractor will complete their tasks as a travel agent. The Contractor will set his/her own office hours and the amount of time he/she works each month.
  3. Contractor agrees to the fact that they are an independent contractor, not an employee of BDT.
- B. Business Licenses, Permits and Certifications
  1. Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement. This includes complying with all laws for state sellers of travel laws in California, Florida, Iowa, Washington, and Hawaii.

## II. Compensation

- A. In consideration for the services performed by Contractor they will earn a set percentage of the commissions from all travel booked by the Contractor according to the attached Exhibit A, titled "Commission Plan Agreement".
- B. Contractor shall be paid on or before the 12th day of each month for any commission payment received from the travel supplier during the previous month. The Contractor must have all trips logged in the VacationCRM software for the commission to be paid to the contractor. If a Contractor receives a commission that is not logged into the VacationCRM software prior to the commission being paid they will be charged a late fee of \$25 for commission research.

## III. Start Up Fee & Card on File Notification

- A. Any new contractor must pay a one time, \$399 start up fee. This fee covers all inclusions listed on the "Commission Plan Agreement" document.
- B. In order to cover the cost of the monthly fee or any supplier chargebacks BDT will hold credit card information on file for the independent contractor. If the credit card expires and the contractor does not update it with BDT, commissions will not be paid to the contractor until updated credit card information is received.

## IV. Expenses

- A. Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile and other travel expenses; office supplies; printing costs; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; cell phone expenses; and meals.

## V. Taxes and Benefits

- A. BDT will not:
  1. withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
  2. make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments.
- B. Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. A 1099-NEC will be submitted to the IRS and the independent contractor if more than \$600 is paid for the year.
- C. Contractor understands that neither Contractor nor Contractor's employees are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of BDT.
- D. BDT shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
- E. BDT shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.
- F. BDT shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

## VI. Applicable Law

- A. This Agreement will be governed by Oklahoma law, without giving effect to conflict of laws principles.

## VII. Indemnification

- A. Contractor shall indemnify and hold BDT harmless from any loss or liability arising from performing services under this Agreement.

**VIII. Modifying the Agreement**

A. This Agreement may be modified only in writing and when signed by both parties.

**IX. Confidentiality**

- A. Contractor acknowledges that it will be necessary for BDT to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm BDT and the host agency. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of BDT without BDT’s prior written permission except to the extent necessary to perform services on BDT’s behalf.
- B. Proprietary or confidential information includes:
  - 1. the written, printed, graphic, or electronically recorded materials furnished by BDT for Contractor to use.
  - 2. any written or tangible information stamped “confidential,” “proprietary,” or with a similar legend, or any information that BDT makes reasonable efforts to maintain the secrecy of.
  - 3. business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information.
  - 4. information belonging to clients and suppliers of BDT about whom Contractor gained knowledge as a result of Contractor's services to BDT.
- C. Upon termination of Contractor's services to BDT, or at BDT’s request, Contractor shall deliver to BDT all materials in Contractor's possession relating to BDT’s business.
- D. BDT will be responsible for setting up any facebook pages for independent contractors which the contractor will then be made a moderator of. This is simply to retain the rights to the Big Dreams Travel logo and intellectual property that is used. Contractors may not set up a Facebook page on their own in which they use the term “Big Dreams Travel” or any intellectual property of Big Dreams Travel including the logo.

**X. No Partnership**

A. This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on BDT’s behalf.

**XI. Terms of Agreement**

- A. This agreement will become effective when signed by both parties on the date listed below and will not terminate until written notice is received from the Contractor by BDT.
- B. Either party may terminate this Agreement at any time by giving 45 days' written notice to the other party of the intent to terminate.

By signing below you agree to everything stated in the independent contractor agreement above in relation to being an independent contractor for Big Dreams Travel. As always, if you have any questions about this agreement or anything else regarding our services you can contact us at [join@bigdreamstravelusa.com](mailto:join@bigdreamstravelusa.com).

**Signatures**

Contractor:

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

BDT Owners: Jon Arthur

Lysa Thornton

\_\_\_\_\_ Signature

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Date