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Independent Travel Agent Application and Agreement

2904 W Horizon Ridge Parkway
Suite 100
Henderson, NV 89052

Please Fill Out The Entire Form and Please Print Clearly

APPLICANT INFORMATION					
Last name	First Name	Middle Initial	Social Security Number <small>For Security Reasons Call the Office 702-310-8707</small>	<input type="checkbox"/> I am of Legal Age	
Company Name (If Applicable)			FIEN	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation	
Residence Address (For UPS Delivery)			City	State	Zip
Mailing Address (If Different)			City	State	Zip
Business Telephone	Home Telephone	Fax	E-mail		
SPONSOR INFORMATION					
Last Name (Or Corporate Name)	First Name	Middle Initial	101213	ITA #	Telephone
Franklin	Bryan				
PLACEMENT INFORMATION					
Complete this section only if different from sponsor above. New representative will be placed under the independent representative lists below.					
Last Name (Or Corporate Name)	First Name	Middle Initial		ITA #	Telephone
ENROLLMENT FEE					
Applicant Enrollment Fee:	\$199.00	Applicant Enrollment Fee	\$	_____	
Shipping Fee: Continental U.S.:	\$15.00	Shipping Due	\$	_____	
Alaska/Hawaii:	\$18.00	Total Due	\$	_____	
INDEPENDENT TRAVEL AGENT ACKNOWLEDGEMENT					
By my signature below and my initialing on the reverse side of this application and agreement, I acknowledge that I have read all of the terms and conditions listed on both sides of this document. I understand the terms and conditions contained in this Agreement and agree to be bound by them. I acknowledge that GT, LLC Policies and Procedures, Letter of Affirmation and Compensation Plan are incorporated into this Agreement by reference. I further acknowledge that I have received a copy of each of these documents and I have read and understand all of the provisions and agree to be bound by the conditions contained therein.					
Applicant's Signature _____			Date _____		
The applicant may rescind this Agreement within three (3) days (72 hours) without penalty.					
CREDIT CARD AUTHORIZATION					
Payment made by: <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card			*Please charge my credit card:		
(Payment to be made to GT, LLC)			<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	
			<input type="checkbox"/> American Express	<input type="checkbox"/> Discover	
Credit Card Account Number:			Expiration Date:		
[][][][][] - [][][][][] - [][][][][] - [][][][][]			____/____		
<p>THE UNDERSIGNED ("Applicant") hereby requests that GT, LLC allow Applicant to purchase sales and products by use of credit card. Applicant understands that as an accommodation to Applicant, GT, LLC will allow credit card purchases by Applicant and Agreement and such terms and conditions promulgated by GT, LLC. Applicant hereby authorizes GT, LLC to submit to the card issuer all credit card charges for sales materials and products ordered by Applicant without the imprint of Applicant's signature for said charges.</p>					
Authorized Signature of Credit Card Purchaser _____					

Independent Travel Agent Application and Agreement

Gateway Travel, LLC.

1. GT, LLC is the exclusive agent for sponsoring Independent Travel Agents (ITAs) for GT, LLC.
2. I am of legal age in the state of my residency.
3. I agree that I am an independent contractor, responsible for my own business activities and not an agent, employee or legal representative of GT, LLC except insofar as my independent contractor status will allow me to sell and book travel and engage in the marketing of travel-related products and services. The fulfillment of my agency's sales will be accomplished by GT, LLC or other qualified fulfillment centers. I am responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state, regulatory or taxing agency.
4. I will not misrepresent GT, LLC Travel Agent Guide (TAG) or anything else relating to GT, LLC, its products or affiliations with other companies.
5. This Agreement does not constitute the sale of a franchise or a distributorship and no fees or purchases have been or will be required on my part for the right to distribute GT, LLC products or other travel related services pursuant to this Agreement.
6. It is understood that GT, LLC does not require any purchase of travel-related product or service, or any other product, by me to act as GT, LLC Independent Travel Agent (ITA).
7. To maintain a viable marketing program and to comply with changes in federal, state or local laws or economic conditions, GT, LLC may provide Policies and Procedures for ITAs from time to time; as well as modify its Agent Compensation Plan. Such Policies and Procedures and Compensation Plan Modifications, including all changes thereto, shall upon notice to ITAs, become a binding part of this Agreement.
8. This Agreement shall be deemed in effect upon its receipt and acceptance by GT, LLC at its home office in Henderson, NV together with the execution and acceptance of Gateway Travel Independent Travel Agent Agreement, which is incorporated herein by reference.
9. I will not use the names, trade names, logos, copyrighted materials, trademarks or service marks of GT, LLC, except in materials provided by them or approved in writing by them prior to their use by me. I understand unauthorized use or duplication of protected material is a violation of federal law.
10. GT, LLC provides educational material, including the TAG and Marketing and Compensation material. Shipment of ordered sales aids and products will be made within ten (10) days from the receipt of the order and clearance of funds, subject to product availability. GT, LLC also provides calculation and payment of ITA commissions.
11. With respect to the sale of travel products and services, such products and services will be subject to availability of a particular product or travel service.
12. Commissions are payable according to the Compensation Plan, which is incorporated herein by reference.
13. I will not make false or misleading statements about GT, LLC Marketing Program or GT, LLC products.
14. ITA's customer lists and names are owned by GT, LLC and my not be used for any commercial purposes without prior written consent of GT, LLC.
15. This Agreement is governed under the laws of the State of Nevada. The parties agree that any claim, dispute or other difference between them shall be exclusively resolved by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, with arbitration to occur in Las Vegas, NV.
16. I may return products, literature and sales aids in reusable condition at anytime within thirty (30) days of purchase and receive a full refund. It is the general policy of GT, LLC that refunds all non-travel products shall be one hundred percent (100%) for thirty (30) days from the date of purchase, so long as this policy does not violate any laws, rules or regulations applicable to the jurisdiction in which the sales transaction occurs. It being understood, however, that providers of travel products and services have their own purchase rebate and cancellation policies. Therefore, with respect to these services, the published condition respecting cancellations and non-use shall be complied with, and by the execution hereof, I agree to comply and communicate such providers' cancellations, return, change, rebate or refund policies. All refunds for non-travel will be made within thirty (30) day of actual receipt of the returned items. Requests for refunds may cancel this Agreement at the option of GT, LLC. GT, LLC will honor refund policies provided by any state or federal law applicable to me.
17. I agree to abide by all federal, state, country, and local laws, rules and regulations pertaining to this Agreement of GT, LLC's products and services.
18. Any waiver, delay or omission by me regarding the exercise of my rights under this Agreement shall impair my future rights.
19. Should any part of this Agreement be deemed to be invalid by a court of competent jurisdiction, the balance of the Agreement shall remain in effect.
20. As stated in corporate policy, I understand that GT, LLC or affiliated company Applicants are not required under any circumstances, to make initial or total combined payments to GT, LLC or any affiliate which cumulatively exceeds \$260.00 plus shipping and handling, as the entire total sales price in connection with, or incident to, beginning, maintaining or operating the business contemplated in GT, LLC or affiliated company Application. There is no requirement for the Applicant to purchase any additional materials or expend any money with GT, LLC or its affiliates to engage in the business contemplated. Purchase of materials, sales aids, inventory, specialty training courses or any other products or services from GT, LLC or its affiliates, is not mandatory and is not required to perform the business and provide the service contemplated in the Application and Agreement.

Important Notice: Travel vendors may, but are not obligated to, extend professional courtesies and preferences to ITA's, including upgrades or discounts. However, such benefits are strictly within the sole discretion of the individual vendor and are beyond the control of GT, LLC and its management. GT, LLC, therefore, makes no warranties, promises or representations with respect to the policies of any specific travel vendor and cannot warrant that any professional benefits such as upgrades or other preferences. In fact, it is the policy of certain vendors to deny any benefits or preferences whatsoever.

By the execution of the application to become an ITA, I acknowledge that I have read and understand this disclaimer and further understand and agree that no warranties, promises or representations have been made to me with respect to benefits, preferences, gratuities or upgrades which vendors may extend to travel agents.

INITIALS: _____



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**Independent Travel Agent
Agreement and Affirmation**

2904 W Horizon Ridge Parkway
Suite 100
Henderson, NV 89052

1. I affirm that no earnings claims have been made by the companies or their representatives and I understand that my compensation, which may be derived from the program, shall be in direct proportion to my efforts. I understand that without diligent efforts, I may not recoup my initial fee. My participation in the programs was not influenced by representations of potential earnings.
2. I understand that the "GT Travel Agent Guide (TAG)" program, which I intend to purchase, is presented in layman format and terms and, in no way, is represented as "professional" training for an inside travel agent. I further understand that the program is designed to acquaint me with fundamental marketing information, company procedures and information to assist me in researching basic travel itineraries which can then be processed, prices and booked by Gateway Travel, LLC.
3. I understand that GT, LLC or affiliated company Applicants are not required, under any circumstances, to make initial or total combined payments to GT, LLC or any affiliate which cumulatively exceeds \$199.00 plus shipping and handling of an amount not to exceed \$15, as the entire and total sales price in connection with, or incident to, beginning, maintaining or operating the business contemplated with GT, LLC. There is no requirement for the Applicant to purchase any additional materials or expend any additional money with GT, LLC or its affiliates to engage in the business contemplated. Purchases of materials, sales aids, inventory, specialty training courses or any other products or services from GT, LLC, or its affiliates, is not mandatory and is not required to perform the business and provide the service contemplated in the Application and Agreement.
4. I understand that the GT TAG" manual which I will receive incident to the program comprises the total training promised by GT, LLC or its affiliates. Intermediate, advanced and specialty training which may be available to me from time to time is optional and may be undertaken at my sole discretion. I am under no obligation to pursue any such additional training.
5. I understand that the agent identification credential, which I may receive, is exclusively that of the Gateway Travel, LLC. I further understand that an "IATAN" identification card cannot, and will not, be issued to me by Gateway Travel, LLC. The IATAN card is recognized as the "official" industry credential and is issued at the sole discretion of IATAN. Should I qualify for IATAN status, additional benefits may be available to me. Further, neither the companies, nor any company representatives have led me to believe otherwise.
6. I understand the travel agent benefits and "perks" are always awarded at the discretion of industry suppliers. I further understand that such benefits may, or may not, be extended to me as an independent travel agent. Neither GT LLC or Gateway Travel LLC has promised discounts, or led me to believe that I will receive such discounts or "perks" as a consequence of my contemplated independent travel agent status.

Applicant Signature

Date

GT, LLC

www.GATEWAYTRAVELLLC.com



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**Independent
Travel Agent Agreement**

2904 W Horizon Ridge Parkway
Suite 100
Henderson, NV 89052

This Agreement is made and entered into on the _____ day of _____, 20____,
by and between **2904 Horizon Ridge Pkwy Suite 100**
Henderson, NV 89052
702 (310) 8707

(hereinafter called "GT")
and _____
Name

Residing at _____
(hereinafter called "Independent Travel Agent" or "ITA").

RECITALS:

WHEREAS, GT is engaged in the business of providing training, ongoing support and information necessary for the representation and subsequent commissionable sales of travel, in its various forms, to the consuming public ; and

WHEREAS, ITA has represented to GT that he/she possesses the skills and other resources necessary to market and sell GT's products and services; and

WHEREAS, GT desires to engage ITA for such purposes.

NOW, THEREFORE, based upon the forgoing premises and in consideration of the mutual promises, covenants and agreements, the parties hereby agree to the terms and conditions recited on both sides of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

By _____
GATEWAY TRAVEL, LLC

Franklin Bryan
SPONSOR

SPONSOR'S ITA NUMBER 101213

By _____
ITA SIGNATURE

ITA# _____

By _____
CO-APPLICANT (IF APPLICABLE)

By _____
CO-APPLICANT ITA# (IF APPLICABLE)

COMPANY NAME _____

HOME TELEPHONE _____

WORK TELEPHONE _____

INDEPENDENT TRAVEL AGENT NUMBER
Personal Identification Number (PIN)
(Assigned by GT, LLC)

Independent Travel Agent Agreement

Gateway Travel, LLC

1. Non-exclusive Appointment

A: ITA hereby accepts such appointment and agrees to use his or her best efforts to market and sell G.T. services.

B: ITA acknowledges that G.T. may appoint other ITAs

2. **Terms and Termination** - This Agreement shall commence with the date hereof and continue until terminated by either party as a result of a material breach of contract. It is understood that either party may terminate this affiliation upon thirty (30) days written notice to the other party. Provided, however, that any unpaid but accrued commissions will be paid in the time and manner set forth in the Compensation Plan.
3. **Compensation** - See Marketing and Compensation Plan, which is incorporated herein by reference.
4. **ITA's Legal Status** - It is specifically understood and agreed that the agency created hereunder is limited solely and exclusively to the provisions of training and support and the subsequent commissionable sale of G.T. travel products by ITA, and ITA is for all other purposes, deemed to be an independent contractor. ITA shall have no authority beyond that specifically set forth herein and any responsibility by G.T. for any actions of ITA beyond the scope of authority herein is expressly denied. ITA hereby agrees to indemnify and hold G.T. harmless from and against any and all claims, losses, expenses or demands of any type whatsoever, including reasonable attorney fees and court costs, resulting from any act or action by ITA beyond the scope of authority granted herein.
5. **Non-Competition** - ITA hereby covenants and agrees that during the term of this Agreement he./she will not directly compete with G.T. business, or that of its subsidiaries, affiliates, or divisions. For the purpose of this Agreement, the term "compete" shall include the ITA's participation in the same business as that conducted by G.T. individually or as an officer, director, partner, joint venture or other business entity. In the event of litigation to enforce this covenant, the courts are hereby specially authorized to reform this covenant, but only to such extent as is necessary to give full force and effect hereto to the maximum degree permitted by law.
6. **Successors and Assigns** - This Agreement shall be binding on and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns but nothing contained herein shall be construed as an authorization or right of ITA to assign any rights or obligations hereunder. In the event of ITA's death, any form of compensation or reimbursement accrued as of the date of death shall be paid directly to ITA's estate, unless G.T. is otherwise directed by written instructions from ITA's estate or a court of competent jurisdiction.
7. **Proprietary Rights** - G.T. claims full and exclusive proprietary rights to all programs and materials, as well as ancillary vacation, travel or other type of package, product or service offered by G.T. including proprietary rights to the names of such packages, products or services and client lists, whether or not such names have been registered as trademarks. Any use of the packages or any such proprietary rights without G.T.'s express written permission, or use contrary to the terms of this agreement, shall be deemed a material breach of this Agreement, giving rise to damages.
8. **Severability** - In the event that any provision, or portion thereof, of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provision, or portions thereof, shall not be affected.
9. **Governing Law** - This Agreement shall be constructed under the laws of Nevada and both parties hereby consent to the jurisdiction of Nevada.
10. **Entire Agreement** - This Agreement contains the entire understanding between the parties concerning the subject matter herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relation to the subject matter of this Agreement, which are not fully expressed herein.
11. **Attorney Fees** - In the event of any legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party all court costs and attorney fees.
12. **Identification Card** - ITA will receive a G.T. Independent Travel Agent Identification Card Showing G.T.'s ARC affiliation.
13. **IATAN Qualification** - A qualifying ITA will be placed on the IATAN list. IATAN dictates its membership terms and conditions, which may vary from year to year. However, IATAN currently requires that the ITA generate commissions which equal a minimum of 960 hours times the currently prevailing minimum wage. The amount of annual commissions necessary to meet this requirement is \$5,000. The qualifying commissions may be earned in one month or twelve months, but no more.
14. **Travel Benefits** - Travel benefits are a learning privilege offered by various travel industry providers and are not a right offered or given by G.T.
15. **Eligibility for Appointment** - The ITA represents that he/she possesses the requisite training, education and knowledge to serve as an Independent Travel Agent (ITA). Furthermore, in order to enhance G.T.'s image, it is company policy that only properly trained persons serve as ITAs. In this regard, G.T. will require each ITA prove to G.T. that he/she has reviewed and understands the G.T.'s training manual by completing the test at the end of the Travel Agent Guide (TAG). G.T. will provide continuing training for all current ITAs. G.T. will make available to ITA sales training and aids, marketing information, periodic newsletters ticket ordering facilities and commission reports.
16. **Confidential Client List** - ITA lists are the confidential and proprietary property to G.T. ITA acknowledges that G.T. has expended considerable time and expense in compiling, deriving and maintaining such ITA lists and that such lists constitute commercially advantageous proprietary assets and trade secrets of G.T.
17. **Independence of Travel Agent** - ITA acknowledges that he/she will be an Independent Travel Agent, operating his or her own business and that his or her right to earn commissions and income from the business will depend on his or her ability to sell travel. ITA acknowledges that G.T. has not made any representations to the contrary.
18. **Sponsorship** - ITA understand that he/she is responsible for training and supporting any ITA, which he/she sponsors under the G.T. program.



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2904 W Horizon Ridge Parkway
Suite 100
Henderson, NV 89052

Mandatory Benefits Program (BP)

APPLICATION

Date	ITA Name	ITA Number
Address	City	State/Zip
Phone ()	FAX ()	
E-mail		

We have chosen the convenience of "pre-authorized" checks or credit card charges as the methods of receiving your payment. The amount specified below will be drawn on your account monthly, as agreed. The transaction will appear on your account monthly, as agreed. The transaction will appear on your monthly statement. All records remain confidential. Should you decide to discontinue the service, simply notify us, *in writing*. Charges will not commence until the 15th of the month, following your subscription month.

Please enroll me in the Benefit Program (BP). I hereby authorize GT LLC to use the account information below to draw the monthly fee. I understand that I must notify GT LLC, in writing, should I decide to discontinue this service. The BP will provide me unlimited access to the "members only" section of the www.gatewaytravelllc.com website, access to industry FAM trips, GT Exclusive Fun Trips, Basic Arc, Errors and Omission (E&O) Insurance (for bookings through GT, LLC) and provide a dynamic personalized web page to support my business. The BP includes all costs associated for annual renewal fee as long as the applicant remains in the program, to include ID cards for both the applicant and co-applicant.

BP FORM OF PAYMENT

\$31.00 Monthly. Please charge my credit card:

check one: Monthly Quarterly

Visa Mastercard American Express Discover

Name on card: _____

Credit Card Account Number:

□□□□ - □□□□ - □□□□ - □□□□

Expiration Date:

____/____

Credit Card Billing Address: _____

City: _____ State _____ Zip _____

Telephone: (____) _____

Signature: _____

OR

\$31.00 Monthly. Please charge my checking account. *

Authorized Signature on Checking Account

Name on Bank: _____

Branch: _____

***Voided Check Must Be Included with Application**

Please indicate desired form of payment. Please mail application with voided check for checking account option. Credit Card application may be mailed or Faxed (702) 310-8798. A facsimile transmission of this document to G.T. constitutes a completed legal transaction and the parties may act accordingly. The check policy for this business is as follows: If your check is dishonored or returned for any reason, we reserve the right electronically to debit your account for the amount of the check plus a processing fee of \$25.00 (or the legal limit) plus any applicable sales tax.