

**ALL DESTINATIONS TRAVEL, LLC
INDEPENDENT CONTRACTOR CONTRACT**

Agreement made this ____ day of _____, 20____, by and between All Destinations Travel, LLC, dba Pryor Travel, a host travel agency, having its principal place of business at 204 South Wilson Street, Vinita, Oklahoma 74301, hereinafter referred to as the AGENCY and

_____, the independent contractor, hereinafter referred to as the INDEPENDENT CONTRACTOR, dba _____, located at (address) _____ (city) _____, (state) _____, (zip) _____, (phone) _____, (fax) _____, (email) _____, Federal Tax ID# or SSN _____.

INTRODUCTION

The AGENCY is now engaged in the business of a travel agency including selling airline and other common carrier tickets, tours, cruises and related items, tour packages and related items; has and does enjoy the goodwill of the public, and a reputation for fair dealing with the public; and
The AGENCY maintains an office in the state of Oklahoma, properly equipped with the necessary equipment and furnishings to service the above selling activities, etc.; and
The AGENCY can provide to the INDEPENDENT CONTRACTOR travel arrangements at rates and fares generally not otherwise available to the INDEPENDENT CONTRACTOR; and
The INDEPENDENT CONTRACTOR is a travel professional engaged in selling transportation and related services and wishes to purchase ticket processing and document services from the AGENCY to support the INDEPENDENT CONTRACTOR'S selling activities; and
It is deemed to be to the mutual advantage of the AGENCY and the INDEPENDENT CONTRACTOR to enter into this Agreement upon the terms and conditions hereinafter set forth. For and in consideration of the mutual covenants and promises herein contained, the undersigned hereby enter the following agreement:

AGREEMENT

FIRST

PURPOSE

The overriding purpose of this Agreement is to establish that the INDEPENDENT CONTRACTOR is not an employee of the AGENCY, and to outline the rights, responsibilities, and duties of the INDEPENDENT CONTRACTOR and the AGENCY. There is no employer/employee or master/servant relationship between AGENCY and INDEPENDENT CONTRACTOR, and nothing in this Agreement shall be construed as establishing any such relationship. This Agreement continues an ongoing business relationship between AGENCY and INDEPENDENT CONTRACTOR. This relationship operates on an as-needed and day-to-day basis as mutually agreed by AGENCY and INDEPENDENT CONTRACTOR. This agreement does not constitute a hiring by either party. The parties hereto are and shall remain independent contractors bound by the provisions hereof. The INDEPENDENT CONTRACTOR is under the control of the AGENCY as to the result of the INDEPENDENT CONTRACTORS work only, and not as to the means by which the 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. This Agreement is to be interpreted giving due consideration of this express purpose.

DEFINITIONS

The words used in this Agreement should be given their everyday meaning, with the exception of any terms that are "terms of art" within the travel industry. Specifically, the following acronyms and their meaning are provided as an aid in interpreting this Agreement.

ARC = Airline Reporting Corporation
E&O Insurance = Errors & Omissions Insurance

IATA = International Association of Travel Agencies
TRAMS = A trade name for the agency accounting program
Client Base = A trade name for the agency database program
CRS = Computer Reservation System for airline ticketing (Worldspan)
CBMS = Client Base Marketing Service
PNR = Passenger Name Record

SECOND

DUTIES OF INDEPENDENT CONTRACTOR

The INDEPENDENT CONTRACTOR agrees to proceed diligently, legally, and with its best efforts to sell transportation and related services to the INDEPENDENT CONTRACTOR'S customers, such sales to be processed through the AGENCY. The AGENCY agrees to proceed diligently, legally and with its best efforts to provide the aforementioned processing services. The INDEPENDENT CONTRACTOR, except as specified in writing by AGENCY, from time to time, has no authority and shall not attempt to act for or on behalf of the AGENCY or to bind the AGENCY to any contract or in any other manner. The parties intend that an INDEPENDENT CONTRACTOR relationship will be created by this Agreement. The AGENCY is interested only in the results to be achieved, and the conduct or control of the work will lie solely with the INDEPENDENT CONTRACTOR. Further, the AGENCY will have no right to control or direct the details, manner, or means by which the INDEPENDENT CONTRACTOR accomplishes the results of work.

THIRD

COMPENSATION OF INDEPENDENT CONTRACTOR

As compensation for the services rendered under this Agreement, the INDEPENDENT CONTRACTOR shall be entitled to a percentage of the commissions realized by AGENCY for INDEPENDENT CONTRACTOR'S retail sales of travel as outlined by the fees and commissions set forth on page 7. Further, INDEPENDENT CONTRACTOR agrees to not discuss or disclose level of compensation with other INDEPENDENT CONTRACTORS within the AGENCY. AGENCY agrees to not discuss or disclose level of compensation with other INDEPENDENT CONTRACTORS within the AGENCY.

PAYMENTS

Compensation payable to the INDEPENDENT CONTRACTOR as set forth in the preceding paragraph and appendix A shall be payable two times monthly, on the 15th of the month and the last day of the month as agreed to and described in Appendix A, contingent upon and subject to the following:

- Receipt of payment from the client for the planned travel or portion thereof;
- INDEPENDENT CONTRACTOR'S commission will be calculated on the actual amount of commission realized by the Agency;
- The receipt by the AGENCY of the commission due it from the issuer of the travel arrangement in connection with the sale of any travel arrangements made by the INDEPENDENT CONTRACTOR;
- In the event that a reservation is cancelled after the commission has been paid to the INDEPENDENT CONTRACTOR the commission will be refunded to the AGENCY by the INDEPENDENT CONTRACTOR within 15 days of any cancellation;
- Any amounts owed to AGENCY by INDEPENDENT CONTRACTOR under this agreement will be paid to AGENCY by the 10th day of each month in which the obligation arose, or the AGENCY will have the right to deduct from or withhold any commissions due to the INDEPENDENT CONTRACTOR.

AGENCY shall provide INDEPENDENT CONTRACTOR with an accounting of all commissions earned and expenses directly attributable to those sales during the previous two weeks up to the last cleared ARC report date, or other agreed upon period, accompanied by payment for INDEPENDENT CONTRACTOR'S share of those commissions.

CREDIT CARD PAYMENTS

INDEPENDENT CONTRACTOR agrees to input correctly, client credit card data information including address and verification into Client Base. INDEPENDENT CONTRACTOR further agrees to pay any credit card charge backs incurred on any INDEPENDENT CONTRACTOR bookings.

UNPAID TICKETS AND DEBIT MEMOS

INDEPENDENT CONTRACTOR agrees that any unpaid ticket will be voided 24 hours from initial ticketing. No unpaid ticket will be distributed to any customer. AGENCY will not carry any accounts receivable. INDEPENDENT CONTRACTOR further agrees to pay to Agency any debit memos incurred because of INDEPENDENT CONTRACTOR improper use of the CRS.

INSURANCE COVERAGE

INDEPENDENT CONTRACTOR shall be covered by the AGENCY's E & O Insurance and will pay a fee to the AGENCY in the amount determined by AGENCY's insurance carrier. This fee is subject to change as premiums change with AGENCY'S insurance carrier.

EXPENSES

AGENCY shall not be liable to the INDEPENDENT CONTRACTOR under any circumstances for any expenses incurred by the INDEPENDENT CONTRACTOR. The INDEPENDENT CONTRACTOR is responsible for all his or her own expenses including but not limited to supplies, postage, familiarization trips, advertising, trade organization memberships, promotional activities, copying charges and other incidentals relating to the running of his or her own business.

Expenses incurred by the AGENCY on behalf of the INDEPENDENT CONTRACTOR, including, but not limited to, automobile expenses, mileage, parking, meals, office supplies, bank debits for returned checks, computer usage charges, internet connection charges, debit memos, costs of postage or freight charges for delivery of travel documents, costs of tour guides, tour expenses, telephone charges, postage, brochures, or any other expenses incurred will be paid by the INDEPENDENT CONTRACTOR.

The following monthly fees will be paid to the AGENCY by all INDEPENDENT CONTRACTORS.

- | | |
|-------------------------------------|-------------------|
| 1. Errors & Omissions Insurance | \$10.00 per month |
| 2. Client Base Access | \$10.00 per month |
| 3. Touch Base and CBMS Access | \$10.00 per month |
| 4. Worldspan CRS Access (if needed) | \$20.00 per month |

These amounts are subject to change with 30 days written notice. All INDEPENDENT CONTRACTORS are expected to enter all travel arrangements records into Client Base and record payments as well. Commissions received to the AGENCY but reservations not documented in Client Base will be held until such time as documentation is recorded. The AGENCY shall not be liable to the INDEPENDENT CONTRACTOR or any third party for any of the INDEPENDENT CONTRACTOR'S acts.

BENEFITS

AGENCY provides no benefits to the INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR is not eligible for benefits that may be available for Agency's employees.

Travel benefits to the INDEPENDENT CONTRACTOR may be available in accordance with regulations determined by ARC, IATAN, the Travel Supplier or other third party. Nothing in this agreement should be construed as a promise, assurance or guarantee that INDEPENDENT CONTRACTOR will receive any such benefits including but not limited to travel discounts. INDEPENDENT CONTRACTOR is responsible for obtaining and renewing his/her own IATAN card. Renewal of that card will be dependent on amount of commission earned in the previous year. Once INDEPENDENT CONTRACTOR has reached the minimum time/commission for inclusion, he/she will be placed on the AGENCY IATAN list.

FOURTH

EXAMINATION OF BOOKS

The INDEPENDENT CONTRACTOR shall have the right, either personally or by an accountant retained and paid for by the INDEPENDENT CONTRACTOR, at times mutually convenient to AGENCY and the INDEPENDENT CONTRACTOR, to examine books and accounts of AGENCY insofar as they relate to transactions affecting the amount of the INDEPENDENT CONTRACTOR'S compensation.

FIFTH

INDEPENDENT CONTRACTOR TO COMPLY WITH WORDING ON SUPPLIER AND/OR VENDOR DOCUMENTS

INDEPENDENT CONTRACTOR recognizes that Vendors may supply documents which contain the logo or other likeness of the Agency. The INDEPENDENT CONTRACTOR shall provide his/her own business cards and other promotional material. Business cards must show differences from the cards of the AGENCY. They must either carry a different logo, or have the words "affiliated with", "documents through", or "ticketing through", to differentiate the INDEPENDENT CONTRACTOR from the AGENCY. This includes all advertising or marketing done by the INDEPENDENT CONTRACTOR. The INDEPENDENT CONTRACTOR shall not use for any purpose whatsoever, including without limitation marketing or sales efforts, the name of the AGENCY or any similar or related name used, owned, or registered by the AGENCY. Although tickets or vouchers provided to the INDEPENDENT CONTRACTOR may bear one or more of these trade names, the INDEPENDENT CONTRACTOR shall do business and operate under its own name or assumed name and shall not represent or hold itself out as providing services for the AGENCY or any entity other than that of the INDEPENDENT CONTRACTOR. The INDEPENDENT CONTRACTOR shall be solely responsible for providing services to its clients. The foregoing shall not preclude use of such names for the limited purpose as required and authorized by the AGENCY when dealing with outside vendors and an ARC number is required.

SIXTH

PLACE OF WORK

The INDEPENDENT CONTRACTOR may choose where the work is to be performed and is not required to work on the premises of the AGENCY. INDEPENDENT CONTRACTOR agrees to receive all travel documents at the offices of the AGENCY and to ask no supplier to transfer such documents to another address. INDEPENDENT CONTRACTOR further agrees not to ask a supplier to change the phone number of record, which is the AGENCY'S phone number.

SEVENTH

HOURS AND EXCLUSIVITY

INDEPENDENT CONTRACTOR may work whatever hours he/she wishes. No fixed hours are required by AGENCY. The INDEPENDENT CONTRACTOR shall not be required to attend office meetings or office training sessions. INDEPENDENT CONTRACTOR will be expected to attend training for INDEPENDENT CONTRACTOR S. The INDEPENDENT CONTRACTOR will also be expected to become familiar through self-guided recorded training or webinar training for Client Base Online until such time as INDEPENDENT CONTRACTOR feels comfortable with the program.

EIGHTH

RISK OF LOSS POTENTIAL OF PROFIT

INDEPENDENT CONTRACTOR assumes the risk of incurring a loss if his/her share of sales commissions does not cover INDEPENDENT CONTRACTOR'S expenses. Similarly, INDEPENDENT CONTRACTOR enjoys the right to earn a profit yielded by commissions shared pursuant to this Agreement.

NINTH

ABILITY TO HIRE ASSISTANTS

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

CONTRACTOR shall be deemed employees or subcontractors of the INDEPENDENT CONTRACTOR and will not be considered employees, agents or subcontractors of the AGENCY for any purpose whatsoever. The INDEPENDENT CONTRACTOR assumes full responsibility for the actions of all such personnel while performing service under this Agreement and for the payment of their compensations (including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes), workers' compensation, disability benefits and the like to the extent applicable to the personnel involved.

TENTH

THE INDEPENDENT CONTRACTOR SHALL BE RESPONSIBLE FOR FILING FEDERAL, STATE, AND LOCAL ESTIMATE TAX PAYMENTS ON COMMISSIONS RECEIVED FROM AGENCY, AND FOR OTHER ASSESSMENTS.

INDEPENDENT CONTRACTOR agrees to indemnify and hold AGENCY harmless for any assessments against AGENCY due to any failure by INDEPENDENT CONTRACTOR to properly pay federal, state or local income taxes (including estimated tax payments), and file returns in connection therewith, or to pay Social Security (FICA), or worker's compensation. Because INDEPENDENT CONTRACTOR is not an employee of AGENCY, AGENCY shall not withhold any amounts for these items from commission payments to INDEPENDENT CONTRACTOR.

Because INDEPENDENT CONTRACTOR is not an employee, INDEPENDENT CONTRACTOR is not entitled to unemployment compensation in any event. ____ (Initial here).

The INDEPENDENT CONTRACTOR is responsible for compliance with all state and local laws including, but not limited to laws governing licensing, registration, permits or other business regulations.

INDEMNIFICATION - INDEPENDENT CONTRACTOR agrees to indemnify and hold the AGENCY harmless from any liabilities, claims or demands (including the costs, expenses and attorney's fees on account thereof) that may be made:

1. By anyone for injuries to persons or damages to property, including theft, resulting from INDEPENDENT CONTRACTOR'S acts or persons furnished by the INDEPENDENT CONTRACTOR;
2. By the INDEPENDENT CONTRACTOR for injuries or damages claimed under workers' compensation or similar acts.

INDEPENDENT CONTRACTOR shall defend the AGENCY against any such liability, claim or demand should the AGENCY so request. This included the above-describe responsibility for payment of all federal, state and local taxes with respect to INDEPENDENT CONTRACTOR'S person or employees engaged in the performance of herein Agreement. Further, AGENCY assumes no responsibility for providing a safe working environment for INDEPENDENT CONTRACTOR. This is subject to state and federal OSHA penalties; in this regard, INDEPENDENT CONTRACTOR acknowledges that he is familiar with the risks involved with AGENCY'S business and hereby indemnifies and holds AGENCY harmless from any and all such damages resulting for INDEPENDENT CONTRACTOR working in an unsafe or dangerous environment.

ELEVENTH

OBLIGATIONS OF INDEPENDENT CONTRACTOR

For business generated by the INDEPENDENT CONTRACTOR, the INDEPENDENT CONTRACTOR will be responsible for any nonpayment of invoices. Any AGENCY invoice for travel not paid within 5 days of the due date will be charged to the INDEPENDENT CONTRACTOR or cancelled by the AGENCY. Uncollected funds due to bounced checks or fraud will be charged to the INDEPENDENT CONTRACTOR. In addition to the amount of the dishonored check, the INDEPENDENT CONTRACTOR will pay to AGENCY and additional \$50.00 per check to cover bank and other related charges.

The INDEPENDENT CONTRACTOR will not, at any time, either personally or through others, solicit or divert, or attempt to solicit or divert, clients, customers, sales or business from AGENCY to, or for, any other travel agency, or anyone, either during the term of this Agreement, or, following the termination of this agreement, for a period of five (5) years. This does not include accounts brought to the AGENCY by the INDEPENDENT CONTRACTOR. The AGENCY will not directly solicit customers of the INDEPENDENT CONTRACTOR five (5) years from the date of termination of this agreement.

The INDEPENDENT CONTRACTOR will not at any time either personally, or through others, take, misappropriate, or misuse any client list, name, file, book, record of account or other information or confidential data used at or in AGENCY'S business. This includes any information concerning the business operations or internal structure of the AGENCY, any method and/or procedure relating or pertaining to projects developed by the AGENCY or contemplated by the AGENCY to be developed. Furthermore, the INDEPENDENT CONTRACTOR may not take any written, graphic or recorded information relating or pertaining to the AGENCY or its clients. These items are, and shall remain, the property of AGENCY. This does not include accounts brought to AGENCY by the INDEPENDENT CONTRACTOR.

The INDEPENDENT CONTRACTOR agrees to perform the services on each sale of transportation and/or travel related services he or she accepts in accord with the format, which may be required by the vendor, the supplier, or the Airlines Reporting Corporation, and in a manner in accord with the ordinary business custom in the travel AGENCY business. These services supplied by the INDEPENDENT CONTRACTOR shall be performed in a professional manner in accordance with all applicable laws, rules and regulations.

TWELFTH

TERMINATION OF AGREEMENT – EVENTS OF TERMINATION

This Agreement, and the relationship created hereby, begins on the date of this Agreement may be terminated by either party hereto, with or without cause, at any time upon thirty (30) days' written notice.

EFFECT OF TERMINATION ON COMPENSATION

In the event of the termination of this Agreement the INDEPENDENT CONTRACTOR shall be entitled to the compensation earned prior to the date of termination as provided for in this Agreement, computed pro rata, up to and including that date; the INDEPENDENT CONTRACTOR shall be entitled to no further compensation for bookings after the date of termination. A list of outstanding expected commissions will be provided to the AGENCY by the INDEPENDENT CONTRACTOR and these will be paid as, and if received.

TIME LIMIT FOR CLAIMING COMMISSION AFTER THE DATE OF TERMINATION

All claims of the INDEPENDENT CONTRACTOR for commission on sales, regardless of whether the sales are made by the INDEPENDENT CONTRACTOR or others, are waived by the INDEPENDENT CONTRACTOR if not made within sixty (60) days of the date of termination.

THIRTEENTH

REMEDIES

MEDIATION

Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, shall first be negotiated in non-binding mediation at a location to be determined in Craig County, Oklahoma.

ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.

LAW GOVERNING AGREEMENT

This Agreement shall be governed by and construed to be in accordance with the laws of the state of Oklahoma.

VENUE AND PERSONAL JURISDICTION

Each party agrees that if any action is taken enforce this agreement through the courts that venue shall be proper, and each party submits to jurisdiction, in Craig County Oklahoma.

FOURTEENTH

GENERAL PROVISIONS

INDEPENDENT CONTRACTOR COMMISSION

In addition to the duties listed elsewhere in this Agreement, it is the duty of the INDEPENDENT CONTRACTOR to procure the sale, book the travel correctly, provide invoice information into Client Base for AGENCY upon booking, release PNR to AGENCY, deliver the required documentation, and performs the collection function.

For the first three months following the signing of this Agreement for the first time, INDEPENDENT CONTRACTOR and AGENCY agree that the commission percentage paid to the INDEPENDENT CONTRACTOR will be 80% of the gross commission. Following that initial period commission will be paid to the INDEPENDENT CONTRACTOR at 90% of the gross commission. If AGENCY is involved in the management of the booking such as documenting reservation in Client Base or managing the payment the commission will revert to 80% of the gross commission for that booking.

BUSINESS NAME

INDEPENDENT CONTRACTOR shall register a business name with the state of Oklahoma or the state in which the INDEPENDENT CONTRACTOR lives.

BUSINESS LICENSE AND FEDERAL TAX ID NUMBER

INDEPENDENT CONTRACTOR must acquire all business licenses required by law of the state in which INDEPENDENT CONTRACTOR lives and conducts business.

PARTIAL VALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

MODIFICATION OR WAIVER

No oral agreements have been made regarding this content of this Agreement. This Agreement represents the final agreement between the parties. This Agreement is not to be amended, except after the date hereof by an instrument in writing signed by all of the parties, and no amendment, modification, termination, or waiver shall be binding unless in writing and signed by the parties against whom the amendment, modification, termination or waiver is sought to be enforced. No waiver of any provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

Executed at All Destinations Travel, LLC dba Pryor Travel, Vinita, Oklahoma .

AGENCY

By: _____

Date: _____

Title: _____

INDEPENDENT CONTRACTOR

By: _____

Date: _____

Title: _____