

Certified Travel Services, Inc.
Independent Associate Agreement

Certified Travel Services, Inc. (Certified) is a fully accredited, endorsed and bonded travel agency and is recognized as such by the Airlines Reporting Corporation (ARC) and the International Travel Agent Network (IATAN). Certified is also recognized by all travel vendors as an authorized retailer of travel products, eligible to market the vendors' travel products and entitled to commissions for selling their products.

Associate desires to become affiliated with Certified as an Independent Travel Agent and to sell travel products to the public in return for commissions paid to the Associate by Certified.

1. Authorization. Associate is authorized to act as an Independent Associate of Certified, promoting and selling travel products through Certified. Associate agrees to process all travel bookings; including original reservations, cancellations, modifications, refunds, exchanges and all other travel transactions through Certified in accord with procedures supplied to Associate by Certified.

2. Training. Before acting as an agent of Certified, Associate agrees to complete the training program provided to him by Certified.

3. Associate Responsibilities. Associate agrees to research travel options and book all travel for his customers following procedures established by Certified.. Associate agrees to provide and maintain necessary personal computer equipment to be able to access and use the SABRE™ system and to pay the expenses of said access and usage. Associate agrees that he will process all of his travel bookings through Certified.

4. Grace Period. Associate is provided a grace period of 60 days, commencing on the execution date of this agreement, during which time Associate may use Certified's toll free telephone number to get assistance in booking travel for his clients. Thereafter, Associate agrees to pay for any calls he makes to Certified.

5. Start Up Fee. Associate agrees to pay a one-time fee of \$495 for services to be provided by Certified to Associate as defined in Certified's web site, including shared remote access to the SABRE™ reservations system.

6. Ticketing Fee. Associate agrees to pay fees to Certified a fee for each airline ticket that Certified produces for Associate. Associate may charge his customers for this fee. The fee at the time associate joins Certified shall be \$30 for each ticket, or revision to a ticket. *Certified agrees to rebate one-half of the this fee to Associate.* Upon written notice to Associate, Certified may adjust the fee as the result of changes made in the commission paid to Certified by the airlines.

7. Ticketing. Associate understands and agrees that all air tickets and related air travel documents will be printed or held as electronic tickets by Certified, from information provided by Associate, along with an official Invoice and Itinerary. Certified agrees to mail air tickets to Associate by first class mail, or to release electronic tickets for use by Associate's customers, upon receipt of payment for said tickets.

8. Direct Bookings. Where Associate cannot book a travel product through SABRE™, Associate agrees to book said travel directly with the travel vendors by telephone and to advise Certified of said bookings in accord with Certified Travel procedures. Certified agrees to mail travel documents to Associate by first class mail upon receipt of payment for said travel product.

9. Payment for Travel Services. Associate agrees to pay Certified in advance for all travel bookings except for bookings to be paid directly to travel vendors by the client after services are rendered (Hotel and Car reservations). Payment may be in the form of a cashier's check or money order or by wire transfer to Certified's bank account, or where acceptable to the vendor, in the form of a valid credit card number obtained from the traveler. However, if the credit card charge is subsequently contested by the traveler, or in any way later turned down by the credit card company, Associate agrees to make the credit card charge good by paying Certified the amount of the contested charge.

10. Commissions. Certified agrees to pay Associate 50% of the commissions and fees received by Certified as a result of sales made by Associate. Commissions will be paid semi-monthly on the 15th and last day of the month. Payments made on the 15th will include sales for the 16th through the last day of the prior month; payments made on the last day of the month will include sales for the 1st through the 15th of the current month.

11. Independent Contractor. It is expressly understood that the relationship between the parties is that the Associate is an independent contractor who is not authorized to enter in to any contract, or to make any representations on behalf of Certified. Neither party shall be obligated for any act or omission of the other, and each shall hold harmless and indemnify the other against any and all claims including associated legal fees and costs, with respect to the operations or conduct of the Associate and Certified.

12. Term of Agreement. This agreement shall be in effect for a period of three years from the date signed, and shall automatically renew annually thereafter unless either party notifies the other party in writing at least thirty days in advance of the expiration date that he elects not to renew the agreement.

13. Termination by Certified. Certified shall have the right, upon thirty days written notice to Associate, to terminate this agreement in the event Associate shall become insolvent, file for bankruptcy, or commit acts detrimental to the traveling public, or engage in any act or omission detrimental to Certified's business or good will.

14. Events of Default. Associate shall be in default hereunder if Associate fails to make any payments required by this Agreement; or breaches any term of the Agreement. In event of default, Certified may, in addition to any other remedies available, immediately terminate its services to Associate and terminate sponsorship of Associate as a SABRE user and terminate access to travel vendors for booking purposes.

15. Assignment. Associate shall not transfer or assign this Agreement, or any right or obligation under it, without written permission of Certified.

16. Scope. This Agreement constitutes the entire agreement between the parties and may only be changed by written agreement.

17. Applicable Law. This agreement shall be governed by the laws of the State of Oklahoma. Any dispute regarding this agreement shall be arbitrated in Oklahoma.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Associate:

Company Name: _____
Executed by: _____
Title: _____
Date: _____

Certified Travel Services, Inc

Executed by: _____
Title: _____
Date: _____