

Atlas Tour and Travel, LLC

6465 Oakland Drive / New Orleans, LA 70118 / (504) 483-0607 / FAX: (504)482-7617
MEMBERS OF ARC / IATA / CLIA / ASTA / E-MAIL: AtlasTandT@aol.com

Contract Between Atlas Tour and Travel, LLC and Outside Salesperson/Independent Contractor

Agreement made this _____ day of _____, 20____, between Atlas Tour and Travel, LLC, a travel
(day) (month) (year)
agency, having its principal place of business at 6465 Oakland Drive, New Orleans, Louisiana, 70118, hereinafter referred to
as "AGENCY", and

(Legal Owners Name)

Doing business as _____
(Travel Agency Name)

of _____
(Street Address)

(city)

(State)

(Zip Code)

hereinafter referred to as the Independent Contractor "IC".

TERM OF AGREEMENT

The AGENCY hereby retains the IC to act as an independent outside salesperson and the IC agrees to act in such capacity on behalf of the AGENCY for a period of 12 months from the date of this contract. At the end of that period, the contract shall automatically be extended for an additional 12 months, under the procedures and conditions then in effect, unless either party serves the other with written notice 10 days prior to the expiration date of his intention not to renew. The initial fee to be covered under the AGENCY insurance agreement and to execute the contract is \$125.00 and will be \$100.00 each year thereafter on the anniversary date provided that the IC nor the AGENCY terminate the agreement.

DUTIES OF INDEPENDENT CONTRACTOR

The IC is hereby retained by the agency as a self-employed businessperson to sell travel and travel services to the public on behalf of the AGENCY.

TRAVEL PLAN SELECTED

_____ Bronze Plan – 60% of commission to IC and no monthly fee

_____ Silver Plan – 70% of commission to IC and no monthly fee but requires Sabre. IC must be experienced.

_____ Gold Plan – 80% of commission to IC, \$199 monthly fee unless your commission for that month exceeds \$2500.00.

COMPENSATION OF INDEPENDENT CONTRACTOR

As compensation for the services rendered by IC under this agreement, IC shall be entitled to commissions on sales as follows:

A. Computation

1. In general, IC shall be entitled to a percentage of the gross commissions entitled to be earned by the AGENCY for sales of travel or services by the IC. All expenses relating to these sales shall be borne by the IC, unless otherwise agreed in writing signed by the parties. Allowed override commissions received by the AGENCY shall be considered a part of the gross commissions. The percentage is as follows: Bronze Plan – 60%; Silver Plan – 70%; Gold Plan – 80%.

Please Initial _____

Revised 07/20/06

2. While IC is free to do business with any other travel agency, AGENCY shall receive its share of the commission paid by any supplier as set forth at subparagraph A(1) above for any sale in which IC uses the AGENCY ARC or IATAN number to process the sale.

B. Method of Payment

IC shall be paid monthly by AGENCY. AGENCY shall within 25 days of the end of each month, provide IC with an accounting of all commissions earned and expenses directly attributable to those sales in which travel is completed or service is rendered during the previous month, accompanied by payment for IC's share of those commissions earned, provided that AGENCY has received those commissions from supplier. In the case that the IC owes more money to AGENCY than AGENCY owes to IC the IC will be debited from their checking account on file with AGENCY for that amount shown on the statement. The debit will occur on the 5th of the following month the statement is mailed out.

C. Gold Plan Service Charge

If IC selected the Gold Plan above they agree to place on file a credit card for the \$199 per month service charge. If the IC's commission in one sales report month total more than \$2500 then the \$199 fee will be waived. Otherwise, the IC agrees to allow the agency to charge this \$199 fee to the credit card on file on the 5th of each month. If the IC fails to submit a sales report for the prior month the IC hereby acknowledges that the agency is still entitled to charge the \$199 fee on the 5th of the following month.

IC TO PROVIDE OWN BUSINESS SUPPLIES AND BE RESPONSIBLE FOR OWN BUSINESS

IC shall provide his/her own business cards and other promotional materials and shall otherwise be responsible for all expenses incurred in performing his/her duties under this agreement.

PLACE OF WORK

IC may choose where the work is to be performed, is not required to work on the premises of AGENCY and is not required to answer the phones, or perform any other duties at AGENCY's offices.

HOURS

IC may work whatever hours he/she wishes. No fixed hours are required by AGENCY. IC shall not be required to attend office meetings or office training sessions.

RISK OF LOSS/PROFIT POTENTIAL

IC assumes the risk of incurring a loss if his/her share of sales commissions does not cover the IC's expenses. Similarly, IC enjoys the rights to earn a profit yielded by commissions shared pursuant to this agreement.

ABILITY TO HIRE ASSISTANTS

IC retains the right to employ whatever assistants or bring in whatever partners he/she may require at IC's expense in order to accomplish the goal of travel sales completed by this agreement.

IC shall be responsible for filing of federal, state, and local estimated tax payments on commissions received from AGENCY, and for other assessments.

IC agrees to be full responsible for complying with all federal, state, and local laws in connection with performance, including but not limited to, payment of any estimated or other federal, state, or local income taxes, and payment of applicable charges for social security, FICA, and workers' compensation.

AGENCY shall not be responsible for payment or withholding of any such items in connection with services rendered by IC under this agreement. IC agrees to indemnify and hold agency harmless for any assessments against AGENCY because of failure by IC to properly pay federal, state, or local income taxes (including estimated payments) and file returns in connection therewith, or to pay social security, FICA, or workers' compensation.

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Revised 07/20/06

OBLIGATIONS OF IC

IC will not, at any time, either himself/herself, or through, or with the aid or assistance of others, take, misappropriate, or misuse any client list, name, file, book, record, or account or other confidential customer data used at or in the AGENCY's business. These items are and shall remain the property of the AGENCY.

TERMINATION OF AGREEMENT

Events causing termination: This agreement is not terminable prior to its expiration at the will of either party, but is instead terminable only on the following grounds:

- The occurrence of circumstances that make it impossible or impracticable for the business of the AGENCY to continue;
- The death of IC;
- The willful or negligent breach of duty by the IC in the course of his performance under this agreement;
- The continued incapacity on the part of the IC to perform his/her duties.

EFFECT OF TERMINATION ON COMPENSATION

In the event of the termination of this agreement prior to the completion of its term specified herein, IC shall be entitled to the compensation earned by him/her prior to the date of termination as provided for in this agreement computed pro rata up to and including that date; IC shall be entitled to no further compensation as of the date of termination, except that which was booked and earned prior to termination. AGENCY reserves the right to hold back final payments against future debit memos and/or charge backs.

REMEDIES

Any controversies or claims arising out of, or relating to this agreement, or the making, performance, or interpretation thereof, shall be settled by arbitration in New Orleans, Louisiana in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. In the event of litigation the IC agrees that he or she will be held personally liable as well as his business for any action the court rules against IC for.

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 AGENCY shall be entitled to reasonable attorney's fees, cost, and necessary disbursements in addition to any relief to which he may be entitled.

GENERAL PROVISIONS:

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.

AGENCY shall not be liable for any expense incurred or error made by IC and shall not be liable to IC or any third party for any acts of IC. IC agrees unconditionally to reimburse AGENCY for any and all charge backs or expenses of any kind, immediately upon presentation of the supporting documentation arising from any reason regardless of fault in connection with the IC's sale of travel. IC shall have no authority to bind, obligate or commit AGENCY by any promise or representation unless specifically authorized by AGENCY in writing for a particular transaction. In the event any transaction in which IC is involved results in dispute, litigation or legal expense, IC shall be liable for all expenses connected with such dispute, litigation, and/or legal expenses. The IC signing below also agrees to be held personally and individually responsible, and agrees to a personal guarantee, for any and all such charges as defined in this agreement.

While IC is free to do business with any other travel agency or any supplier they wish, should they do so and not use the name Atlas Tour And Travel, LLC, or cause any compensation not to be channeled through AGENCY's normal procedures, then AGENCY reserves the right to remove the IC from AGENCY email distribution list, AGENCY contact section of website or any other areas AGENCY sees fit.

IC must charge a minimum of \$15.00 service charge plus \$3.50 per American Airlines segment on all air travel tickets issued through AGENCY. This includes tickets issued through, but not limited to: Sabre, Online Reservations Systems, Online

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Revised 07/20/06

Booking Engines, and telephone sales. IC also agrees to charge a minimum of 12% commission on any NET FARE package or ticket that it sells. This minimum service charges and commission on packages apply to all travelers including travel for the IC, IC's family, and IC's friends. In the even the IC does not charge the above fees they agree to have the AGENCY take the AGENCY'S portion of the commission for any future commission earnings of the IC. The IC agrees to pay full gross amounts on all bookings and understands that travel documents will not be released until these amounts are paid and bookings are subject to cancellation if these amounts are not paid in full prior to departure. When paying full gross amounts IC understands that these amounts include paying for tour conductors and free tickets earned. Any exceptions to the above will be on a case by case basis and must be agreed to in writing by the IC and the AGENCY prior to the transaction taking place.

LAW GOVERNING AGREEMENT

This agreement shall be governed and construed in accordance with laws of Louisiana.

COMPLETE AGREEMENT; MODIFICATION OR WAIVER

This agreement represents the complete understanding of the parties with respect to the described outside sales relationship. It is not to be amended after the date hereof except by an instrument in writing signed by both parties. No amendment, modification, termination or waiver shall be binding unless in writing and signed by the party 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 _____, _____ on the day and year first above written.
(IC City) (IC State)

Independent Contractor (LEGAL OWNER) _____

Company Name: _____ Agents Cell Phone: _____

Soc Sec or Fed ID# _____

Business Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Evening Phone: _____

Agency Phone: _____ Agency Fax: _____

Email Address: _____

Signature of Legal Owner named above: _____

Signature of IC signed individually and personally for agreement: _____



6465 Oakland Drive
New Orleans, LA 70118
504-483-0607
504-482-7617 - Fax

Atlas can now accept your check via fax along with a copy of the signed contract in order to get you set up as an independent contractor faster and easier. In order to do this please fax us a copy of this form, the signed contract, sabre paperwork (if requesting sabre), and a copy of your check. The check must be filled out completely including your signature.

Date: _____

Check Number: _____

Amount of check: _____

Routing Number: _____

Account Number: _____

Signature: _____

If you have any questions please feel free to email us at atlastandt@aol.com or give us a call at 504-483-0607.

We look forward to working with you.

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Revised 07/20/06



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BACKGROUND / CREDIT CHECK AUTHORIZATION

I, _____, do hereby authorize Atlas Tour and Travel, LLC to do a complete background and credit check on me prior to being accepted as an independent contractor with Atlas Tour and Travel, LLC. I understand that this will be preformed at the expense of Atlas Tour and Travel and may include a check into my criminal, civil, and credit history.

FULL LEGAL NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

DATE OF BIRTH: _____

SOCIAL SECURITY #: _____

DRIVER LICENSE #: _____

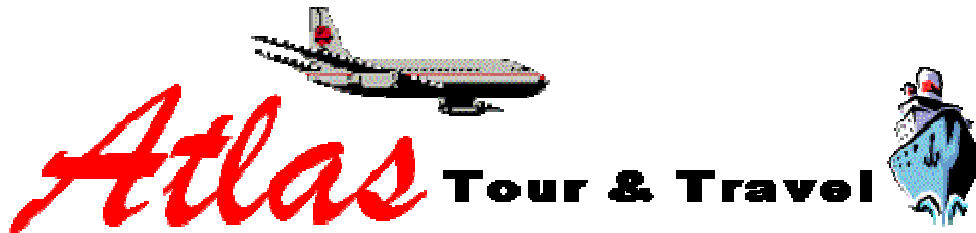
STATE ISSUED: _____

Signature of Applicant

Date Signed

Please Initial _____

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GOLD PLAN CREDIT CARD PAYMENT AUTHORIZATION

I, _____, hereby authorize Atlas Tour and Travel to automatically charge \$195.00 per month to the credit card below. I understand that this charge will be waived in any month in which I am issued a commission check greater than \$2500.00. I agree that any charges not honored by my bank for any reason will result an additional fee of \$30.00 charged to my account with Atlas Tour And Travel, LLC. I agree that this authorization will remain in effect as long as I am an Independent Contractor with Atlas Tour And Travel. If my credit card information changes in any way I agree to file a new Authorization with Atlas Tour And Travel, LLC. Please attach a front and back copy of your credit card along with a front and back copy of your photo ID to this authorization.

Name as it appears on the card: _____

Credit Card Type (ie..M/C Visa etc): _____

Credit Card Number: _____

Exp. Date: _____ CSC Code: _____

Credit Card Billing Address: _____

City: _____ State: _____ Zip: _____

Please read carefully before signing:

I am a client of *Atlas Tour and Travel*, and I hereby appoint the owner, manager, and all employees of *Atlas Tour and Travel* to be my attorneys-in-fact for the purpose of signing all documents necessary to purchase or guarantee travel services, including tickets, reservation guarantees, and deposits, and to charge these purchases to the credit card(s) listed above. I authorize any of the attorneys-in-fact to sign credit card authorizations for the purchase of travel services whenever any of them receives a communication, reasonably believed to be from me or someone acting on my behalf, requesting such travel services to be charged to one of my credit cards listed above. I agree that I will pay for all such purchases and will not hold *Atlas Tour and Travel* responsible for any of its actions taken pursuant to this power of attorney. Please make an imprint of your card at the top of this page. This is accomplished by placing the CC under the paper and rubbing over the raised lettering on the credit card with a lead pencil.

Signature of IC

Date

Please Initial _____

Revised 07/20/06

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism. The authority to disclose information to combat terrorism expired on December 31, 2003. Legislation is pending that would reinstate this authority.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

This Internet Access Agreement ("Agreement") is made by and between Sabre Inc. ("Sabre") and the customer whose signature appears on the attached Order Form ("Customer"). WHEREAS, Sabre provides computerized travel and related reservation services through its Sabre global distribution system ("System"); and WHEREAS, Sabre has developed enhancements to the System by which Sabre can provide Internet access to the System via an Internet Service Provider (ISP); and WHEREAS, Customer desires access to an Internet solution for its internal travel arrangements. NOW, THEREFORE, Sabre offers to extend to Customer a license to use an Internet solution on the following terms and conditions:

1. LICENSE. Customer is hereby given a non-exclusive, non-transferable limited license to use an Internet solution ("the software") for the term of this Agreement for the sole purpose of making travel service reservations for itself and its employees. Customer agrees not to disclose, lease, sell distribute, copy, transfer or assign the software or ID(s) to any third party without Sabre's written consent. Customer acknowledges that Sabre retains all rights, title and interest in the software, including the right to license to other users. Upon termination of this Agreement, Customer agrees to de-install any Sabre software and return all software media and documentation to Sabre.
2. ACCESS. All equipment necessary to access Sabre ("the Equipment") will be provided by Customer. Sabre will have no obligation regarding the selection, acquisition, maintenance or use of the Equipment. These obligations are the sole responsibility of Customer. The software will enable Customer to access travel-related information or to book reservations for air transportation, car rentals, hotel accommodations and other services and functions that Sabre may elect to add from time to time. However, Customer will not have the ability to print tickets via the software.
3. TICKETING SOURCE. Customer must designate an ARC/IATA approved travel agency utilizing the System ("Sponsor") who has agreed to participate in the software program to print tickets and to store necessary travel records and bookings of Customer. Customer must advise name and location of Sponsor designated on the software Order Form. Customer may designate a new Sponsor from time to time but must complete another Order Form indicating these changes and submit this document plus the applicable fee each time a new Sponsor is designated.
4. DISCLAIMER OF WARRANTIES. (a) Because the software product involves use of communications lines and Equipment not maintained or controlled by Sabre, Sabre cannot provide any warranty with respect to the software reliability. SABRE DISCLAIMS, AND CUSTOMER WAIVES, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OF THE DATA OR SERVICES PROVIDED THROUGH THE SOFTWARE OR ANY LIABILITY IN NEGLIGENCE OR TORT WITH RESPECT TO THE SOFTWARE. CUSTOMER AGREES THAT SABRE WILL NOT BE LIABLE TO IT FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES. Additionally, Sabre will not be liable to Customer for any interruption in access to the software, whether caused by Sabre, the public or private data network operation, the Sponsor or any other cause. Customer's sole remedy for interruption in the software will be to terminate this Agreement as provided below. (b) Because the software involves the use of a variety of vendors not owned, maintained or controlled by Sabre, Customer acknowledges that Sabre does not warrant the accuracy, merchantability or the fitness for particular purpose of any data provided under this Agreement. Sabre will not be liable to Customer for any injury, loss, claim or damage caused in whole or part by the negligence of Sabre or by contingencies beyond Sabre's control in procuring, collecting, compiling, abstracting, interpreting, communicating, processing or delivering any such data. However, if any errors in data transmitted are due to circumstances under Sabre's control, Sabre will use its best efforts to correct such errors in a timely manner. In the event a passenger utilizes a confirmed ticket for air transportation booked by Customer by means of the software and is refused carriage because of an oversale of seats or the lack of record of such reservation, Customer and Sabre agree that the sole remedy of Customer will be as set forth in the tariff of the refusing carrier or applicable terms and conditions of the carrier's contract of carriage. (c) the software is intended for a one-entry, one response format based on Customer's manual entry or request to the System data base and not based on a pre-programmed series of requests that could overload Sabre. Therefore, Customer will be limited to two (2) upline transmissions messages per second from each terminal accessing the software. Sabre will not be responsible for the limited line capacity of Customer's Equipment should the System protocol allow for more lines per screen than that provided for in Customer's video terminal. Customer is solely responsible for choosing an Internet service provider and Sabre makes no representation or warranty as to the suitability or compatibility of any such provider.
5. INDEMNIFICATION. Customer hereby agrees to indemnify and hold Sabre, its officers, directors, agents, employees and affiliates harmless from and against all liabilities, damages, losses, expenses, claims, demands, suites, fines, judgments, including but not limited to attorneys' fees, experts' fees, expenses and costs incident thereto, which may be suffered by, accrued against, be charged to or recoverable from Sabre, its parent, subsidiaries, officers, directors, agents, employees or affiliates, by reason of any injuries to or deaths of persons or loss of, damage to or destruction of property (including loss of use thereof) arising out of or in connection with any negligent act, error or omission of Customer.
6. TERM OF AGREEMENT. The terms and conditions of this Agreement commence effective on the date Sabre accepts Customer's order and will continue until terminated by either party, with or without cause, upon thirty (30) days' written notice to the other party.
7. EVENTS OF DEFAULT. Customer will be in default hereunder if (a) Customer misuses the software in any of the ways defined in paragraph eight (8) below; or (b) Customer or Sponsor fails to make any payments required by this Agreement; or (c) Customer breaches any terms of this Agreement or any other agreement with Sabre or its corporate affiliates. In the event of default, Sabre may, in addition to any other remedies available to it at law or in equity, terminate access to the software and this Agreement immediately. Sabre is free to pursue any one or all of the remedies available to it, and the fact that it may delay or forego certain remedies at any time will not constitute a waiver of such remedy or an election of remedies.
8. USE OF THE SOFTWARE. (a) Customer will take all precautions necessary to prevent unauthorized operation of the software. Intentional misuse of the software, including, but not limited to, speculative booking or reservation of space in anticipation of demand or improper record or access, will be considered a material breach of this Agreement, and Sabre will have the right to cancel this Agreement immediately without notice or liability to Customer. (b) Customer will not use any data transmitted under this Agreement to develop or publish any reservation, ticketing, sales, cargo or tariff guide. Customer will use such data solely for the purpose of making air carrier reservations and issuing schedule quotations, for Customer's accounting and record-keeping activities or for other travel-related services. Customer will not publish, disclose or otherwise make available to any third party the compilations of air carrier service data for its own benefit in connection with any reservation or schedule quotation or productions of a hard-copy air travel itinerary, invoice or statement for such customers directly through the software. (c) Customer agrees that it will remain responsible for the use and operation of the Equipment, and access to the software, regardless of whether such Equipment, or access to the software is used by Customer or a third party which the Customer allows to use the Equipment or to access the software.
9. EXCUSABLE DELAY. Neither party will be liable for delays in performance of this Agreement caused by acts of God, strikes or other labor difficulties, fires or any other cause beyond the party's reasonable control, including but not limited to delays, deficiencies or interruptions caused by the electrical or telephone line suppliers or other common carriers.
10. ADDITIONAL AND REPLACEMENT FUNCTIONS AND SERVICES. (a) Sabre retains the right to modify the software functions or any related equipment at its discretion at any time during the term of this Agreement. However, such modifications will not materially alter the services provided under this Agreement. (b) Additional and replacement functions or services may be offered by Sabre or requested by Customer in writing at any time after acceptance of this Agreement. Use by Customer of any such additional or replacement function or service constitutes agreement to accept Sabre's then current prices, terms and conditions.
11. ASSIGNMENT. Customer will not transfer or assign this Agreement, or any right or obligation under it, by operation of law or otherwise, and any attempt to transfer or assign will render this Agreement null and void.
12. APPLICABLE LAW. This Agreement will be governed by the laws of the State of Texas and the United States of America. Customer hereby submits and consents to the exclusive jurisdiction of the courts of the United States of America and the State of Texas in any dispute arising out of the Agreement and agrees that service of process will be sufficient if made on the Secretary of State of the State of Texas with a copy sent registered mail to Customer at the address set forth in the Order Form or such other address as Customer may later specify by written notice to Sabre.
13. NOTICES. Notices given or required under this Agreement will be deemed delivered if sent by mail, postage prepaid, to the addresses set forth for Customer and Sabre in this Agreement.
14. WAIVER. A failure of Sabre to require strict performances to enforce a provision of this Agreement or a previous waiver or forbearance by Sabre will in no way be construed as a waiver or continuing waiver of any provision of this Agreement.
15. PAYMENT. (a) Customer or Sponsor (as indicated on the Order Form) will pay Sabre a non-refundable software license fee (if applicable) for the software as described in the Order Form for each Customer Identification ("ID") assigned by Sabre and will thereafter pay a monthly \$45.00 access charges, as described in the Order Form. All amounts payable under this Agreement are payable by Customer or Sponsor, as applicable, in United States dollars and due within thirty (30) days of invoice. Sabre may invoice Customer electronically and Customer agrees to receive invoices in an electronic form. Billing will commence upon completion of the order. The Monthly Access Fee for the software is subject to change by Sabre upon thirty (30) days' written notice, and Customer retains the right to cancel the software prior to implementation of the increases should the new rate be unacceptable. Customer will pay any taxes, fees, licenses or assessments, imposed or levied by any federal, state or local authority as a result of any use of the software. (b) Customer may order with the initial sign-up or at any time following implementation of the software, additional ID(s) via the Order Form, and will pay the software license fee (if applicable), as described in the Order Form, and the monthly access fee for each additional ID ordered. The parties agree that any such order need not be signed unless requested by either party and that use of the additional ID(s) to access the software will constitute Customer's acceptance of the terms and conditions of this Agreement for such usage. Customer may order with the initial sign-up or at any time following the implementation of the software, additional product options associated with the software, and will pay the product fee, if any, that applies to that option, for each option ordered.