

MFM Travel Co LLC – Independent Contractor Agreement

This Agreement is between MFM Travel Co LLC (“Agency”), a Florida-based limited liability company, and the undersigned Independent Contractor (“Agent”). It explains the terms and expectations for working with the Agency as an independent travel advisor.

1. Role & Relationship

- You are joining the Agency as an **Independent Contractor**, not an employee.
 - You decide when and how you work.
 - You are responsible for your own business tools, expenses, and taxes.
 - Nothing in this Agreement creates an employee, partner, or joint venture relationship.
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2. Commission & Payments

- All MFM Travel Co LLC agents begin at a commission split of 70% Agent / 30% Agency.

Total Paid Commission (Calendar Year)	Commission Split
\$0 to \$9,999	70%
\$10,000 to \$24,999	75%
\$25,000+	80%

- Commission is paid **only after all three of these happen**:
 1. The client completes their travel.
 2. The supplier sends payment to the Agency.
 3. The booking is fully entered into **PixieFlo** (our CRM and back office software).
- If a booking is not in the CRM, we cannot track or pay it as we do not know who that commission belongs to.

- Commissions are processed no later than the last day of the month following the month in which the Agency receives payment from the supplier. If a supplier delays payment, commission will be paid in the month the funds are received.
 - At the start of each calendar year, you will keep the **same commission rate** you had at the end of the previous year.
 - If, during the year, your **total paid commissions** reach the requirement for a higher tier, your commission rate will be increased **as soon as that goal is met**, and you will keep that higher rate until you reach the next goal.
 - If your total paid commissions for the year fall below the requirement for your current tier, your rate will be adjusted for the following year.
 - Tier requirements and commission rates may be updated by the Agency, and any changes will be provided to all agents in writing.
 - The **minimum payout is \$25**. If your commission is less, it rolls over to the next pay period.
 - If a supplier reverses or recalls commission for any reason, including but not limited to cancellations, chargebacks, or client disputes, the Agent's portion of the recalled commission will be deducted from future payouts or invoiced to the Agent for reimbursement.
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3. CRM Requirement

- You must enter **all client and booking information** into PixieFlo, including:
 - Lead guest name
 - Travel dates
 - Resort/ship/package name
 - Supplier
 - Confirmation number
 - Total trip cost (if known)
 - Missing, incomplete, or late entries may cause payment delays or result in forfeiture of commission if the booking cannot be verified as yours.
 - If a lead is **given to you** by another agent, you must list that agent as the **Secondary Agent** in PixieFlo when entering the booking.
 - All entries must be accurate, up to date, and completed within 48 hours of booking.
 - Active CRM Access: All Agents are required to maintain an active subscription to and access to the Agency's designated CRM for the duration of their affiliation with MFM Travel Co LLC. Agents with active, pending, or future bookings, or commissions awaiting payment, must maintain active CRM access until all applicable travel has been completed and commissions have been processed. The Agency cannot process or pay commissions for bookings that are not properly maintained and accessible within the CRM.
 - CRM Fees: The Agent is responsible for any applicable CRM access or subscription fee. Current pricing will be disclosed by the Agency and may be updated with written notice.
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4. Brand Use & Representation

- You must represent MFM Travel Co LLC in a professional, ethical, and family-friendly way at all times.
 - Use of Agency-provided tools or resources is optional. However, if you choose to use any resources we provide — such as guides, resort flyers, social media graphics, or informational PDFs — you may not:
 - Remove, edit, alter or replace the Agency's logo or branding.
 - Change the design, colors, fonts, or layout in any way.
 - Edit the content to add, remove, or alter information without written approval from the Agency.
 - If you create your own materials and use the MFM Travel Co LLC name or logo, you must:
 - Ensure the design is professional and consistent with the Agency's brand standards.
 - Follow all applicable supplier brand guidelines, including but not limited to Disney's copyright and usage rules.
 - **GET APPROVED for designs.**
 - All Agency-created materials remain the property of MFM Travel Co LLC and may only be used for business conducted under this Agreement.
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5. Marketing & Social Media

- All public content (posts, videos, graphics) must follow Agency brand standards and supplier rules. As an Independent Contractor, you are responsible for creating and sharing marketing content for your own business.
 - If you choose to promote yourself using the name, logo, or brand, all public content (posts, videos, graphics) must align with Agency brand standards and follow all supplier rules.
 - You are responsible for complying with all copyright, trademark, and usage laws when using images, music, video clips, or other protected materials. This includes but is not limited to following Disney's brand guidelines and the rules of any other suppliers you represent.
 - The Agency may request that you edit or remove content if it violates supplier guidelines, breaches copyright/trademark rules, or reflects poorly on the Agency's brand. You agree to make these changes promptly.
 - Any Agency-provided marketing materials are optional to use, but if used, they must not be altered in any way that changes branding, design, or content without prior written approval.
 - You are responsible for following copyright laws when using images, music, or video
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6. Client Interactions & Bookings

- As an Independent Contractor, you are responsible for managing communication and service for your own clients from the first inquiry until after their travel is complete.
- It is your responsibility to **inform clients about the option and benefits of travel insurance** so they can make an informed decision prior to booking.
- All client payments must be processed **directly through the supplier's approved payment system** — never through your personal accounts, payment apps, or bank transfers.
- You are responsible for keeping accurate records of quotes, confirmations, and payment receipts for all bookings.
- If a client is not being properly serviced, the Agency reserves the right to step in to assist or reassign the booking to ensure the client's needs are met.
- All travel bookings created, quoted, or managed by the Agent while affiliated with MFM Travel Co LLC are considered Agency bookings.

- This includes, but is not limited to, bookings made using Agency supplier credentials, Agency systems, Agency CRM access, Agency training, Agency tools, or Agency-provided resources.
 - The Agent acknowledges that, when booking travel, they are acting on behalf of MFM Travel Co LLC and not as an independent supplier or separate booking entity.
 - All such bookings are owned by MFM Travel Co LLC, regardless of whether the lead originated from the Agent's personal marketing, referrals, or personal network.
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7. Shared Photo Circles

You will be added to MFM Travel Co LLC shared photo circles to share and access marketing photos and videos.

First 6 months: You are not required to upload anything — this time is to learn how the system works.

After 6 months: You must upload at least 35 photos or videos every 6 months across the agency's photo circles. These 35 uploads can be spread across any of the circles combined — they do not have to all be in the same circle. This is required to maintain access.

By signing this Agreement, you agree to follow this policy.

If you leave the Agency:

- You must remove yourself from the photo circles (this will remove your uploaded content).
 - You must immediately stop using any content you did not personally create.
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8. Confidentiality & Data Protection

- Keep all client details, supplier logins, training materials, and Agency resources **private**.
- Do not share logins or internal information without approval.
 - This rule still applies even after you leave the Agency.
- **Intellectual Property-** All Agency-created materials, training content, templates, and resources remain the property of MFM Travel Co LLC and may not be reused, copied, or repurposed outside of the Agency without written permission.

- **Protect Client Information:** You must keep all client details including names, contact information, payment details, and booking history private at all times.
- **Secure Access:** Do not share supplier logins, Agency logins, or any internal system access with anyone who is not authorized by the Agency.
- **No Unauthorized Sharing:** Internal resources, communications, or strategies may not be shared outside of the Agency without written approval.
- **Ongoing Obligation:** These confidentiality rules remain in effect even after your time with the Agency ends.
- **Intellectual Property:** All Agency-created materials, training content, templates, graphics, and resources are the property of MFM Travel Co LLC.

Use of Agency Resources:

- You may only use Agency-created materials while you are an active agent with MFM Travel Co LLC
- You may not remove Agency branding, logos, or disclaimers from these materials.
- You may not reuse, copy, alter, or repurpose Agency materials for any other business or brand without written permission from the Agency.

9. Code of Conduct

- Treat clients, team members, and suppliers with professionalism and respect.
- Avoid any actions that could harm the Agency's reputation.
- Follow all supplier rules, industry regulations, and applicable laws.
- **Indemnification-** The Agent agrees to indemnify and hold harmless MFM Travel Co LLC from any claims, damages, liabilities, or expenses arising from the Agent's actions, omissions, or failure to follow Agency policies, procedures, and supplier requirements
- **Professionalism:** Always conduct yourself in a professional, respectful, and ethical manner when representing MFM Travel Co LLC, whether online, in person, or at industry events.
- **Positive Communication:** Be courteous and respectful in all interactions with clients, fellow agents, suppliers, and Agency leadership.
- **Representation of the Agency:** When using the Agency name, branding, or resources, ensure your actions reflect positively on the Agency's reputation.
- **Compliance:** Follow all supplier policies, industry regulations, and applicable laws at all times.
- **Conflict Resolution:** If an issue arises with a client, supplier, or fellow agent, address it calmly and professionally, and notify Agency leadership when appropriate.
- **No Harassment or Discrimination:** Harassment, discrimination, or offensive behavior of any kind will not be tolerated.

- **Online Conduct:**
 - Avoid public posts, comments, or content that could harm the Agency's reputation or violate supplier rules.
 - Maintain a positive, solution-focused tone when engaging with clients or the public on social media.
 - **Accountability:** If concerns arise regarding your conduct, the Agency may address them in writing and keep them on file. Continued violations of this Agreement or the Agent Handbook may result in loss of bookings or termination of this Agreement.
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10. Termination

- Either you or the Agency may end this Agreement at any time with written notice.
- **Active Bookings at Time of Termination:**
 - **Your Own Leads:** If the booking came from a lead you personally generated (not provided by the Agency or another agent), you may continue servicing the booking after termination; however, the booking will remain with MFM Travel Co LLC and must continue to be serviced through the Agency until the client's travel is complete. You may not cancel, transfer, rebook, or move the booking to another agency, personal business, or supplier account. If you fail to provide adequate service, the Agency may step in to assist or reassign the booking to ensure the client's trip is properly handled.
 - **Agency-provided leads:** If the lead was originally provided to you by the Agency, the Agency retains the right to decide on a case-by-case basis — whether you will continue servicing it or if the booking will be reassigned.
- At the time you submit your termination letter, you must include in writing how you wish to handle your active bookings.
- The Company will send you a **Termination Checklist** within 72 hours of receiving your termination letter, outlining any final steps you must complete.
- **Return of Materials:** You must return or permanently delete all Agency resources, files, training materials, client data, and supplier logins immediately upon termination.
- **Use of Content After Leaving:** You must stop using any Agency-created content or shared resources that you did not personally create.
- Upon termination of this Agreement for any reason, the Agent agrees that all active, pending, or future travel bookings made during their affiliation with MFM Travel Co LLC shall remain with the Agency.
- The Agent **may not cancel, transfer, rebook, modify, interfere with, or attempt to move** any such bookings to another agency, personal business, or supplier account. This includes, but is not limited to, rebooking travel under a different agency, personal IATA/CLIA number, or advising or encouraging clients to cancel and rebook elsewhere.
- All bookings made while affiliated with the Agency were booked using Agency credentials, systems, training, and resources and are therefore Agency-owned bookings.
- MFM Travel Co LLC retains the sole right to continue servicing these bookings or to reassign them to another agent at its discretion to ensure proper client care.

- Any attempt to cancel, rebook, or otherwise divert Agency-owned bookings after termination shall be considered a material breach of this Agreement and may result in forfeiture of unpaid commissions and further action as permitted by law.
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11. Non-Solicitation

During the term of this Agreement and for a period of **twelve (12) months** following the termination of this Agreement for any reason, the Agent agrees not to directly or indirectly solicit, recruit, induce, or encourage any of the following:

a. Agency Clients

Any client whose travel booking was created, managed, or serviced through MFM Travel Co LLC, for the purpose of canceling, transferring, rebooking, or moving any existing or future travel bookings away from the Agency. Nothing in this provision prohibits the Agent from maintaining personal relationships or communicating with clients they personally brought to the Agency, provided such communication does not include solicitation to cancel, transfer, rebook, or move bookings away from MFM Travel Co LLC.

b. Agents or Contractors

Any current agent, independent contractor, or team member affiliated with MFM Travel Co LLC, for the purpose of encouraging them to terminate their relationship with the Agency or to join another agency, business, or competing travel organization.

The Agent agrees that this restriction applies regardless of whether the client or agent relationship originated from the Agent's personal network, referrals, social media, or Agency-provided leads, if the relationship was serviced or developed while affiliated with MFM Travel Co LLC.

This clause does not restrict the Agent from continuing to work as a travel advisor or from operating a travel-related business elsewhere, provided they do not engage in the solicitation activities prohibited above.

Any violation of this Non-Solicitation provision shall be considered a **material breach** of this Agreement and may result in forfeiture of unpaid commissions and further action as permitted by law.

12. Media Use

- By signing this Agreement, you give MFM Travel Co LLC permission to use your name, likeness, photos, and videos for marketing, promotional, and educational purposes during and after your time with the Agency.
- You will have option to join the MFM Travel Co LLC **shared photo circles** to access and contribute travel-related photos and videos for marketing use.
- By uploading, you grant the Agency a permanent, royalty-free right to use your contributed content for marketing purposes.
- While you are an active agent with MFM Travel Co LLC, you may use photos and videos available in the Agency's shared photo circles on your business social media and for other MFM-related marketing purposes. This permission is limited to your time as an active MFM Travel Co LLC agent. Upon leaving the Agency, you must immediately stop using shared photo circle content that you did not personally contribute.

Upon Termination:

- You must remove yourself from the circles, which will delete your own contributions.
 - You must immediately stop using any content you did not personally create or capture.
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13. Dispute Resolution

- **Step 1 – Good Faith Discussion:** If any disagreement arises between you and the Agency, both parties agree to first try to resolve it through open and respectful discussion.
 - **Step 2 – Mediation:** If the issue cannot be resolved within **14 days**, it will be submitted to mediation with a mutually agreed-upon mediator in the State of Florida. The cost of the mediator will be split equally between you and the Agency.
 - **Step 3 – Binding Arbitration:**
 - If mediation is unsuccessful, the dispute will be resolved through **binding arbitration** administered by the American Arbitration Association under its commercial rules.
 - Arbitration will be held in the State of Florida before a single arbitrator, and the decision will be **final and binding**.
 - Either party may enter the arbitrator's award in any court with proper jurisdiction.
 - Arbitration will proceed **only on an individual basis**. You and the Agency waive all rights to class actions, collective actions, or jury trials.
 - You may only bring your own individual claims — you cannot represent other people, and you cannot join your claims with anyone else's case.
 - The arbitrator has the exclusive authority to decide any dispute about the **enforceability or formation** of this Agreement and whether a dispute should go to arbitration, except issues about the class action waiver, which will be decided by a court.
 - Each party will cover their own legal fees unless the arbitrator orders otherwise.
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14. Acknowledgment

By signing this Agreement, you confirm that:

- You have read and fully understand the terms outlined in this Agreement.
- You understand that you are entering into this Agreement as an **independent contractor**, not an employee of MFM Travel Co LLC.
- You are signing this Agreement voluntarily, without pressure, and have had the opportunity to ask questions before signing.

By signing below, you acknowledge and agree to the terms above.

Agent Name:

Agent Signature:

Date:



Madison Roach



Amanda DellaUniversita



LaRaine Oliveira