



**ANYWHERE INC. / D.B.A. CRUISE BROTHERS ASSOCIATES CRANSTON, RHODE ISLAND**

**AGREEMENT**, made this day and set forth below by and between **ANYWHERE INC./ D.B.A. CRUISE BROTHERS**, ("Cruise Brothers") of Cranston, Rhode Island, and \_\_\_\_\_ ("Associate Agent") of \_\_\_\_\_.

**WHEREAS**, Cruise Brothers has access to block group space and preferred rates for cruises on various cruise lines; and

**WHEREAS**, the Associate Agent is interested in booking cruises with any or all of the cruise lines with which the Cruise Brothers are affiliated; and

**WHEREAS**, Cruise Brothers is willing to grant to the Associate Agent a non-exclusive right to make sales on behalf of the Cruise Brothers.

**NOW, THEREFORE**, for good and valuable consideration exchanged by and between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SIGNUP**: CruiseBrothers.com Associate Agent will pay the Cruise Brothers a one time Cruise Brothers CruisingFree.com membership initiation fee of \$0 and a yearly renewal fee of \$0.
2. **PAY STRUCTURE**: CruiseBrothers.com Associate Agent will receive fifty percent (50%) of the total commissionable percentages of cruise fares attributable to Associate Agent that Cruise Brothers in fact gets paid by the cruise line on a customer by customer basis, payable upon sailing and in accordance with scheduled disbursement of employee pay. (Example: if the commission on a cabin is \$300.00, the CruiseBrothers.com Associate Agent will receive \$150.00 and the Cruise Brothers will receive \$150.00, assuming an 50% commission rate). The "Total Commission Amount" is determined by REMAINING commission after discounts and amenities have been purchased. As above, this would mean if the agent authorized a \$100.00 discount, the remaining commission would be \$200.00, \$100.00 would be for the agent, \$100.00 for The Cruise Brothers.
3. **ADVERTISING RULES**: Associate Agent agrees and understands that he/she may not advertise specific rates for cruises on specific ships or cruise lines through any medium whatsoever, including but not limited to TV, newspapers, direct mailings, flyers or in any other way, without the advance specific written permission of the cruise line and Cruise Brothers. Agent may in no way use the name, logo, likeness, reputation, or rates of Cruise Brothers/Anywhere Inc. without specific, express written permission from an authorized representative of Cruise Brothers. Sales representatives may use the name "Cruise Brothers" in any of its advertisements only upon the prior written approval of each such advertisement by the Cruise Brothers. Associate Agent may prepare promotional materials setting forth specific cruises and prices for cruises provided such promotional materials have been approved in advance - in writing - by Cruise Brothers. Associate Agent has no authority, express or implied to undertake advertising pertaining to or on behalf of Cruise Brothers without prior written authorization from a duly authorized representative of Cruise Brothers. Cruise Brothers has no agency or employment relationship with Associate Agent with regard to actions undertaken by Associate Agent in this capacity without such consent.
4. **OPERATING EXPENSES**: Associate Agent agrees and understands that he/she alone shall be responsible for all costs incurred for advertising, promotion, postage, travel, telephone calls, mileage, entertainment or other expenses of associate agent's operation.

5. **AGENT'S LIABILITY:** Associate Agent agrees to indemnify and hold harmless Cruise Brothers and any of their affiliated companies from any and all claims and costs, including reasonable attorney's fees that may arise as a result of any transaction involving the Associate Agent acting beyond the scope of, or in violation of this agreement.
6. **PAYMENT PROCEDURES:** The Associate Agent agrees that all customer checks shall be made and sent by the Associate Agent to the main office of the Cruise Brothers. Upon receipt of such check by the Cruise Brothers, Cruise Brothers will receive a copy of the invoice and assumes the responsibility of comparing it for accuracy to the copy of the booking form filled out by the Associate Agent. Cruise Brothers will send a reminder bill for the balance due directly to your customer with a copy to the Associate Agent approximately one month before payment is due. Associate Agent may not accept cash or checks made out to Associate Agent without written approval by Cruise Brothers. If Associate Agent accepts cash or a check made out to Associate Agent, they will be liable for repayment of such amounts to Cruise Brothers.
7. **AGENT'S RESPONSIBILITIES:** Associate Agent agrees and understands that the continuation of this contract by the Cruise Brothers is contingent upon Agent remaining professionally knowledgeable about the numerous and varied products offered in the cruise industry, as well as maintaining a record free of reasonable complaints from customers, governmental authorities, the Cruise Brothers, and the cruise lines.
8. **TICKETING PROCESS:** All tickets will be sent directly from the cruise line to the Cruise Brothers. Cruise Brothers agrees to check the tickets for accuracy and then forward them on directly to the customer at the address shown on the booking form. Associate Agent understands and will make its customers aware of the fact that no tickets will be sent sooner than approximately one week to ten days prior to the sail date.
9. **RESERVATIONS:** Associate Agent assumes the responsibility for making all reservations in accordance with information and instructions supplied by each individual cruise line and/or the Cruise Brothers and to immediately, upon receipt of the reservations, forward such information, together with the initial deposit to the Cruise Brothers. Associate Agent understands that his/her information and the funds must be received at the Cruise Brothers office prior to the "option date". Associate Agent understands that failure to forward the booking forms and the funds to the Cruise Brothers by the "option date" will result in automatic cancellation of the reservation. In the event that the Associate Agent books into the Cruise Brothers group space within the penalty period, Associate Agent will be responsible for all penalties if the client does not sail.
10. **PRICING ACCURACY:** The Associate Agent accepts full responsibility for accurately quoting prices to customers. Associate Agent has the authority to discount up to 25% of the agency's total commission on a cruise. Any discount greater than this amount will require prior knowledge and express written permission of Cruise Brothers management. Sales representative agrees and acknowledges that Cruise Brothers will only be responsible for forwarding information regarding group space and discounted cabins to Associate Agents who remain active and aggressive sellers.
11. **INDEPENDENT CONTRACTOR STATUS:** Associate Agent agrees and understands that it is an independent contractor and is in no way an employee of the Cruise Brothers. The independent contractor understands that on an annual basis, Cruise Brothers will issue a U.S. Internal Revenue Form 1099 to be included with the sales representative's annual income tax return. As an independent contractor, Associate Agent may determine the number of hours they work, as well as the location at which they work. Associate Agent assumes the risk of loss if his or her profits do not exceed his or her operating expenses.
12. **TERMINATION OF AGREEMENT:** Either party reserves the right upon ten (10) days notice to terminate this agreement without cause, it being clearly understood that in the event of such termination, Cruise Brothers will remunerate the sales representative at the previously agreed upon percentage of the commissionable cruise fares that are actually received for anything sold by the Associate Agent prior to such termination. No credit will be due Associate Agent for registration or annual fees paid.

13. **JURISDICTION:** Any disputes arising out of this agreement will be subject to the jurisdiction of the Rhode Island court system, and are to be construed in accordance with Rhode Island law.
14. **PARTIAL VALIDITY:** If any provision contained herein is held by a court of competent jurisdiction to be void, unenforceable, or otherwise invalid, the remaining provisions shall not be considered impaired or invalidated in any way.
15. **COMPLETENESS OF AGREEMENT:** This document contains the complete understanding of both parties regarding their professional relationship. No amendment will be valid or binding unless in writing and signed by the party against whom the amendment will be enforced.

**CRUISE BROTHERS ASSOCIATES, INC.**

Date: \_\_\_\_\_ By: \_\_\_\_\_ Sales  
Manager  
Date: \_\_\_\_\_ By: \_\_\_\_\_ Associate  
Agent  
Date \_\_\_\_\_ By: \_\_\_\_\_ Witness