

GROUP LEADER AGREEMENT

This Group Leader Agreement (“Agreement”) is made as of {{ custom_Effective_Date }} (“Effective Date”)

BETWEEN: Emmanuel Holidays Inc, a travel agency with offices at 3 East Evergreen Road, New City, New York 10956 (“Agency”)

AND: {{ custom_Group_Leader_Name }}, with offices at {{ custom_Group_Leader_Address }} (“Group Leader,” “you,” or “your”) (each a “Party” and, together, the “Parties”).

The Parties agree as set out below.

DEFINITIONS

“**Bookings**” means travel reservation and booking services regarding Travel Services for your Group on the Trip.

“**Campaign**” means Group Leader’s obligations to market and promote the Trip and secure Minimum Travelers for the Group, as set out in this Agreement.

“**Group**” means the minimum number of Travelers required by Agency to participate in the Trip, as set out in Appendix C.

“**Minimum Travelers**” means the minimum number of Travelers that Group Leader will bring to Agency to participate in the Trip as part of the Group, as set out in Appendix C.

“**Services**” means the services Group Leader provides to Agency under this Agreement.

“**Supplier**” means any party who provides Travel Services to Travelers.

“**Traveler**” means you and all other travelers in the Group on the Trip.

“**Travel Services**” means travel products and services provided by Suppliers to Travelers, including without limitation air, land, or water transportation, lodging, auto rentals, tours, excursions, entertainment, food and drink services, and similar products and services.

“**Trip**” means the composite of all Travel Services for your Group under this Agreement, for which Agency makes Bookings.

“**Trip Plan**” means the documentation regarding the Trip for your Group, as provided by Agency.

SCOPE AND PURPOSE

- This Agreement, which includes Appendices A through C, describes the rights and obligations of the Parties regarding Group Leader’s provision of Services to Agency.
- Services provided under this Agreement are on a non-exclusive basis.
- Group Leader will provide Services in a timely and diligent manner in accordance with Agency’s policies and all applicable laws and regulations.
- Services will be free of any fiduciary, professional, or personal conflict of interest and will not violate any legal obligation Group Leader has to any third party.
- Group Leader will maintain open communications with Agency, including without limitation promptly responding to calls, messages, and emails following receipt.

GROUP LEADER OBLIGATIONS

- Group Leader will lead the marketing and promotion of all Trip activities and events, as set out in Appendix A (“Campaign”).
- Group Leader will bring to Agency at least the Minimum Travelers to participate in the Trip as part of the Group, the number of which is set out in Appendix C.
- If Group Leader does not secure Minimum Travelers on or before attrition or payment deadlines set out in Supplier terms and conditions, Group Leader will be responsible and liable to Agency for:
 - all actual costs payable by Agency, including without limitation deposits to confirm Bookings; and
 - reasonable time-and-materials costs of Agency relating to cancellation of Bookings

(collectively, “Agency Costs”).

AGENCY OBLIGATIONS

- Agency will plan, coordinate, and confirm Bookings, subject to its Group Terms and Conditions.
- Agency will pay deposits and other amounts required under Supplier terms and conditions, subject to Group Leader’s obligation to pay Agency Costs if Minimum Travelers are not met.
- Agency will provide to Group Leader the Compensation set out in this Agreement.
- Agency retains the right to bring its own Travelers to the Group.

COMPENSATION & PAYMENT

- Agency will provide to Group Leader discounts, perks, and other compensation (“Compensation”), as set out in Appendix B, subject to meeting or exceeding Minimum Travelers.
- Group Leader is not eligible for Compensation relating to Travelers that Agency may bring to the Group.
- Agency’s payment of Compensation is contingent upon:
 - Group Leader’s performance of obligations in this Agreement through completion of the Trip; and
 - timely deposits and payment in full for all Bookings made for Travelers brought by Group Leader.
- Compensation is limited to amounts expressly provided in this Agreement. Group Leader will receive no other compensation relating to Travelers, including without limitation amounts earned by Agency from the sale of additional Travel Services to Travelers.
- Upon Agency’s written request, Group Leader will promptly provide to Agency invoices, including a description of Services provided, in accordance with Agency’s policies.

TAXES

- Agency will not pay taxes or other contributions relating to Compensation.
- Group Leader is solely responsible for: (1) all taxes relating to Group Leader's own income; and (2) taxes and contributions relating to payroll, social security, unemployment, disability, workers' compensation, or any other state or federal programs.
- Group Leader will file all local, state, and federal tax returns and will make all related payments.
- Group Leader indemnifies Agency now and in future from all liability, claims, penalties, or interest imposed by any governmental body in connection with this Agreement, Services, or Compensation.

INDEPENDENT CONTRACTOR

- Group Leader provides Services and otherwise performs under this Agreement as an independent contractor.
- This Agreement does not create an agency, partnership, joint venture, franchise, or employment relationship between the Parties.
- Group Leader will not participate in any benefits, insurance, worker's compensation, retirement, vacation, or any similar plans available to Agency employees.
- Group Leader will: (1) be free of Agency's control and direction, except for general supervision in an advisory and cooperative capacity; (2) have exclusive control over the manner and means of performing Services, including choice of place and time; and (3) provide at its own expense workspace, equipment, and other materials to perform Services.
- Group Leader represents and warrants that it: (1) operates as an established business, separate and independent from Agency's business; (2) holds itself out to the public as available to provide services the same as or substantially similar to Services; and (3) has obtained or will obtain clients or customers other than Agency for whom Group Leader performs such services.
- Group Leader has no authority to bind Agency or to incur any obligation on Agency's behalf.

TERM AND TERMINATION

- This Agreement becomes effective upon the signature of both Parties, as of the Effective Date, and will terminate automatically upon completion of the Trip, unless terminated as set out below.
- Agency may terminate this Agreement and any related Supplier contracts at any time for any reason, including without limitation if Group Leader does not secure Minimum Travelers on or before the attrition or payment deadlines set out in Supplier terms and conditions.

- Either Party may terminate this Agreement if the other Party commits a material breach of this Agreement and does not remedy such breach within 10 days of written notice.
- Upon termination of this Agreement:
 - each Party's rights and obligations will cease immediately, but termination will not affect: (1) either Party's rights and obligations accrued but unsatisfied at termination; (2) any part of this Agreement expressed to survive its termination; and
 - Group Leader will promptly deliver to Agency or certify in writing the permanent destruction of all files, notes, documents, and all other materials, whether in paper or electronic form, relating to this Agreement, including without limitation information subject to confidentiality obligations.

CONFIDENTIALITY

- Group Leader may have access to confidential information and trade secrets regarding Agency's business, employees, agents, clients, and partners ("Confidential Information").
- Confidential Information and all versions of it will remain the property of Agency.
- Group Leader will use Confidential Information only in connection with performance of its obligations under this Agreement.
- Group Leader will not disclose Confidential Information to any third party without Agency's prior written consent.
- This section will survive termination of this Agreement for three years following Agency's last disclosure of Confidential Information to Group Leader.
- Obligations under this Agreement regarding any trade secret will remain fully in force as long as that information constitutes a trade secret under the law.

NONSOLICITATION & NONCOMPETITION

- During the term of this Agreement and for one year following its termination, Group Leader will not, without Agency's prior written consent, directly or indirectly:
 - take away or solicit for purposes of taking away any employee or contractor of Agency; or
 - induce any customer, prospect, or Supplier of Agency to cease or reduce engagement with Agency.
- Public job postings and requests for proposals will not be a breach of this section.
- This section will survive termination of this Agreement.

LIABILITY & INDEMNIFICATION

- Agency acts as an agent of Suppliers who provide Travel Services, for which each Supplier's terms control.
- Agency has no control over the acts, errors, or omissions of any Supplier, Traveler, or third party.

- Agency has no liability for any direct, indirect, incidental, consequential, special, punitive, exemplary, or special damages, whether based on contract, tort, strict liability, or otherwise, including without limitation any liability for damage or loss of profits or property, personal harm, physical injury or disability, or death arising from any act, error, or omission of:
 - Any Supplier, its owners, directors, officers, employees, contractors, agents, representatives, or advisors regarding the delivery or failure to deliver Travel Services in whole or part, including without limitation changes, cancellations, bankruptcy or other cessation of operations relating to Travel Services; or
 - Any Traveler; or
 - Any third party.
- If damages are awarded against Agency, despite the limitations set out above, Agency's total aggregate liability will not exceed the fair market value of Compensation payable.
- Agency's sole obligations and liabilities are as stated in this Agreement. All other representations and warranties—express or implied, by statute, law, or otherwise—are excluded.
- Group Leader indemnifies and holds harmless Agency, its owners, directors, officers, employees, contractors, agents, representatives, and advisors against all claims and costs incurred in defense of such claims, including without limitation reasonable attorney's fees, arising from any Group Leader act, error, omission, or breach of this Agreement.
- This section will survive termination of this Agreement.

GENERAL

- Amendments. This Agreement may be amended only in writing and signed by each Party.
- Assignment. Group Leader will not assign any right or obligation under this Agreement without Agency's prior written consent, which will not be unreasonably withheld or delayed.
- Waiver. No forbearance or delay in enforcing this Agreement will prejudice or restrict the rights of a Party. No waiver of a right will operate as a waiver of any subsequent right. No right is exclusive of any other right, and each right is cumulative.
- Severability. If any part of this Agreement is found unenforceable, that part will be enforced to the fullest extent permitted by law and the rest of this Agreement will remain fully in force.
- Equitable Relief: Either Party may seek injunctive or other equitable relief to remedy any actual or threatened breach of this Agreement.
- Force Majeure. No failure or delay in the performance of any obligation under this Agreement will be a breach if such failure or delay arises from a force majeure or any cause beyond the reasonable and foreseeable control of either Party.
- Signatures. The Parties may sign this Agreement in writing, electronically, digitally, or by clickwrap and exchange counterparts, which will constitute a single original document.

- Text. The Parties intend that: (1) no text in this Agreement will be construed against the interests of either Party as drafter; and (2) all text in this Agreement is conspicuous.
- Headings. The Parties intend that headings in this Agreement are included for convenience, are not a part of this Agreement, and will not be used to interpret this Agreement.
- Publicity. Neither Party will use or display in public the other Party's name, logo, or marketing materials without such other Party's prior written consent.
- Notices. Notices will be in writing and deemed given when sent with receipt confirmation by email, prepaid registered or certified mail, or prepaid courier service to the receiving Party's address in this Agreement or other address provided in writing for purposes of notice.
- Further Assurances. Each Party will perform additional acts as necessary to effect this Agreement. The Parties will address together in good faith any unforeseen issues that arise from this Agreement with a view to mitigating any material adverse impact on either Party.
- Governing Law. This Agreement is governed exclusively by the laws of New York, without regard to conflict-of-law provisions.
- Courts. All claims arising from this Agreement will be resolved exclusively by the state or federal courts located in New York.
- Entire Agreement. This Agreement is the entire agreement between the Parties and supersedes all prior agreements regarding its subject matter, whether written or oral, express or implied.

The authorized signatory of each Party signs this Agreement as of the Effective Date.

Emmanuel Holidays Inc

NAME:

TITLE:

{{ custom_Group_Leader_Name }}

NAME:

TITLE:

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APPENDIX A—CAMPAIGN DESCRIPTION

{{ custom_Campaign_Description }}

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APPENDIX B—COMPENSATION DESCRIPTION

{{ custom_Compensation_Description }}

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APPENDIX C—TRIP DESCRIPTION

{{ custom_Trip_Description }}