

GROUP LEADER AGREEMENT

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

BETWEEN: Accessible Escapes LLC (“Agency”)

AND: {{ custom_Group_Leader_Name }} (“Group Leader,” “you,” or “your”)

(each a “Party” and, together, the “Parties”).

The Parties agree as described below.

DEFINITIONS

“**Booking**” means a reservation made by Agency regarding Travel Services for the Group.

“**Campaign**” means Group Leader’s obligations to market and promote the Trip and secure Minimum Travelers for the Group.

“**Group**” means the minimum number of Travelers required by Agency to participate in the Trip.

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

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

“**Supplier**” means a provider of Travel Services to Travelers.

“**Traveler**” means you or any other traveler on the same Booking.

“**Travel Services**” means travel products and services provided to Travelers by Suppliers, including air, land, or water transportation, lodging, vehicle rentals, tours, excursions, entertainment, food and drink services, and similar products and services, for which Agency makes any Booking.

“**Trip**” means the composite of all Travel Services for the Group.

SCOPE AND PURPOSE

This Agreement describes the rights and obligations of the Parties regarding Group Leader’s provision of Services to Agency.

This Agreement is subject to: (1) Agency’s separate Group Leader Terms and Conditions (“Terms”), which Group Leader and all Travelers will sign; and (2) Supplier terms.

This Agreement includes the following appendices:

Appendix A | Campaign, Services, and Compensation

Appendix B | Trip Description

SERVICES

Group Leader will: (1) provide Services to Agency; (2) maintain open communications with Agency, including promptly responding to calls, messages, and emails following receipt; (3) lead the marketing and promotion of all Trip activities and events; and (4) source at least the Minimum Travelers to participate in the Trip as part of the Group.

If Group Leader does not secure Minimum Travelers on or before attrition or payment deadlines described in Supplier terms, Group Leader will be responsible and liable to: (1) each Supplier, in accordance with its terms; and (2) Agency for reasonable time-and-materials costs and out-of-pocket expenses relating to deposits for and cancellation of Bookings.

Group Leader will provide Services: (1) on a non-exclusive basis; (2) in a timely and diligent manner; (3) free of any fiduciary, professional, or personal conflict of interest; (4) without violation of any legal obligation it has to any third party; and (5) in compliance with Agency policies and all applicable laws and regulations.

COMPENSATION AND PAYMENT

Agency will provide to Group Leader discounts, perks, and other compensation ("Compensation"), as set out in Appendix A.

Compensation is subject to: (1) Group Leader's obligations to meet or exceed Minimum Travelers; (2) Group Leader's performance of obligations through completion of the Trip; and (3) timely deposits and payment in full for all Bookings made for Travelers sourced by Group Leader.

Compensation is limited to amounts expressly provided in this Agreement. Group Leader will receive no other compensation relating to Travelers, including amounts Agency may earn from the sale of additional Travel Services to Travelers, unless otherwise stated in Appendix A. Agency retains the right to source its own Travelers to the Group. Group Leader is not eligible for Compensation relating to Travelers that Agency may bring to the Group.

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 responsible for all local, state, and federal fees, taxes, and tax filings relating to its own income and business operations, including fees, taxes, contributions relating to payroll, social security, unemployment, disability, workers' compensation, or any other local, state, or federal programs.

Group Leader indemnifies Agency now and in future from all liability, claims, penalties, and interest imposed by any governmental body in connection with Compensation or this Agreement.

This section will survive termination of this Agreement.

INDEPENDENT CONTRACTORS

This Agreement does not create a relationship of agency, partnership, joint venture, or employment between the Parties.

Each Party is an independent contractor and: (1) holds itself out to third parties as a business with the same or substantially similar operations as reflected in this Agreement; (2) operates a business separate from and economically independent of the other Party; (3) manages its own business operations, including fees,

scheduling, timing, marketing, advertising, hiring and firing staff, and profits and losses; (4) is responsible for its own costs to perform obligations under this Agreement, including costs for its own workspace, equipment, and other necessary materials; (5) makes separate and independent investments to support and expand its business; (6) performs obligations under this Agreement using its own specialized skills; and (7) has exercised its right to negotiate the term, termination, and other provisions of this Agreement.

Neither Party: (1) will participate in benefits, insurance, workers' compensation, retirement, vacation, or any similar plan the other Party makes available to its employees; (2) is subject to the other Party's control or supervision regarding the manner, means, places, and times of performance under this Agreement; (3) provides services that are integral, critical, necessary, or central to the principal business of the other Party; (4) has the authority to bind the other or to incur any obligation on the other Party'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 described below.

Agency may terminate this Agreement and any related Supplier agreements at any time for any reason, including if Group Leader does not secure Minimum Travelers on or before the attrition or payment deadlines described in Supplier terms.

Either Party may terminate this Agreement if the other Party commits a material breach of this Agreement and does not remedy such breach within 5 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 through the termination date; and (2) any part of this Agreement expressed, or by its context should reasonably be expected, to survive termination.

Upon termination of this Agreement, or at any time upon Agency's written request, Group Leader will: (1) immediately cease the use of Agency's intellectual property; (2) promptly deliver to Agency all materials, equipment, and other property provided by Agency for use by Group Leader; (3) permanently destroy and delete all Confidential Information in its possession and computer systems; and (4) provide to Agency written certification of compliance with this section.

This section will survive termination of this Agreement.

CONFIDENTIALITY

The Parties may exchange confidential information regarding their business, employees, agents, clients, and partners (collectively, "Confidential Information").

Each Party will retain ownership of its Confidential Information, none of which will be transferred or licensed to the other Party.

Each Party will: (1) use Confidential Information only in connection with performance of this Agreement; (2) not disclose Confidential Information to any third party without the other Party's prior written consent; and (3) protect Confidential Information with the same level of care used to protect its own most confidential information, but not less than a reasonable level of care.

Confidential Information includes: (1) the terms of this Agreement; (2) any oral or visual information relating to Confidential Information; and (3) Confidential Information disclosed prior to the Effective Date.

Confidential Information does not include information: (1) known to both Parties prior to engagement under this Agreement; (2) developed independently by either Party without breach of a nondisclosure obligation; (3) received from a third party without breach of a nondisclosure obligation; or (4) that becomes public knowledge without breach of a nondisclosure obligation.

A Party may disclose Confidential Information by order of court or authority having jurisdiction if that Party: (1) discloses only Confidential Information required by the order; and (2) gives the other Party prompt written notice of each such disclosure to allow pursuit of protective orders.

Neither Party: (1) makes any representation or warranty regarding its Confidential Information; (2) will have any liability for any error or omission in, or any loss or damage regarding, its Confidential Information.

Upon either Party's written request at any time, the other Party will promptly return, or provide written certification it has destroyed, all versions of the disclosing Party's Confidential Information.

This section will survive termination of this Agreement for two years following either Party's last disclosure of Confidential Information. However, confidentiality obligations regarding any trade secret will remain in effect as long as it constitutes a trade secret under the law.

NONSOLICITATION

During the term of this Agreement, and for one year following its termination, neither Party will, without the other Party's prior written consent, directly or indirectly: (1) take away or solicit for the purpose of taking away any employee or contractor of the other Party; or (2) induce any customer, prospect, or supplier to reduce or discontinue engagement with the other Party. Public job postings and requests for proposals will not be a breach of this section.

This section will survive termination of this Agreement.

LIABILITY AND INDEMNIFICATION

Neither Party will be liable to the other Party for any indirect, incidental, consequential, punitive, exemplary, or special damages.

Agency has no liability to Group Leader or any third party for any costs, losses, or damages arising from any act or omission of any Supplier, Traveler, or third party. Despite the limitation of liability described above, if any decision-making authority awards damages against Agency, Agency's total aggregate liability will not exceed the fair market value of Compensation payable under this Agreement.

Group Leader indemnifies and holds harmless Agency and its owners, directors, employees, contractors, agents, representatives, advisors, successors, and assigns against all third-party claims, including reasonable attorney's fees and legal costs, arising from any act or omission of Group Leader.

Each Party's obligations and liabilities are as stated in this Agreement. All other representations or warranties—express or implied, by statute, law, or otherwise—are excluded.

This section will survive termination of this Agreement.

GENERAL

Amendments. This Agreement may be amended only by a written instrument signed by each Party.

Assignment. Neither Party will assign any right or obligation under this Agreement without the other Party'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.

Force Majeure. No failure or delay in the performance of any obligation under this Agreement will be a breach if that failure or delay arises from a *force majeure* or any cause beyond the reasonable control of either Party.

Interpretation. The Parties intend that: (1) headings will not be used to interpret this Agreement; (2) the word "including" is without limitation; (3) no text will be construed against either Party as author; and (4) all text is conspicuous.

Publicity. Neither Party will use or display in public the other Party's name, logo, content, or other intellectual property without the other Party's prior written consent.

Acceptance. The Parties may confirm their acceptance of this Agreement in writing, digitally, or electronically, including by clickwrap, sign-in-wrap, or other active or passive electronic confirmation. Any counterparts created will constitute a single original document.

Conflicts. If any conflict arises between any Supplier terms and this Agreement, the Supplier terms will control. If any conflict arises between this Agreement and the Terms, the Terms will control. If any conflict arises between the body of this Agreement and an appendix, the former will control.

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.

Governing Law. This Agreement is governed exclusively by the laws of Virginia, without regard to the conflict-of-laws principles of any jurisdiction.

Dispute Resolution. If any dispute arises under this Agreement, the Parties will use all reasonable efforts to resolve the dispute through informal direct communications.

Courts. If the Parties are unable to resolve a dispute through informal direct communications within 60 days following a Party's notice of dispute sent to the other Party, any claim arising from this Agreement will be resolved exclusively by the state or federal courts located in County, Virginia, which neither Party will challenge based on *forum non conveniens* or similar doctrine.

Equitable Relief. Either Party may seek injunctive or other equitable relief to remedy any actual or threatened breach of this Agreement.

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.

Entire Agreement. This Agreement is the entire agreement and supersedes all prior agreements between the Parties regarding its subject matter, whether written or oral, express or implied.

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

AGENCY

Name:

Title:

Date:

Address: 1434 Kenmore Avenue Fredericksburg Virginia 22401, Fredericksburg, Virginia, 22401

Email: jennifer@accessibleescapes.org

GROUP LEADER

Name:

Title:

Date:

Address:

Email:

{{ custom_Campaign_Description }}

{{ custom_Compensation_Description }}