

TRAVEL AGENT/TRAVEL CONSULTANT MASTER AGREEMENT

THIS AGREEMENT (“Agreement”), by and between **Shelby County Board of Education, a school district organized and existing under the laws of the State of Tennessee** (herein after referred to as the “Customer”), having its principal place of business at **160 S. Hollywood Street, Memphis, TN 38112**, and _____ (hereinafter referred to as the “Travel Agent/Consultant”), having its principal place of business at _____.

RECITALS:

Customer is desirous of contracting with a Travel Agent and/or Consultant to provide travel arrangement services as stated on Exhibit A, Description of Services and Rates The Travel Agent/Consultant represents that Travel Agent/Consultant can perform the work and is willing and able to perform the work required under this Agreement.

The Travel Agent/Consultant affirms that the travel business is one of the following:

- Travel Agency Business
- Travel Consulting Business

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, Customer and the Travel Agent/Consultant (the “Parties”) agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings set forth below:

“Contract Documents” means the documents listed in Section 3 of this Agreement and modifications issued after execution of the contract.

“Contract Price” means the amount to be paid for the Services, as set forth in Section 5 and Exhibit A of this Agreement.

“Travel Agent/Consultant” means the person or entity identified as such throughout the Contract Documents, as if singular in number, or its authorized representative.

“Customer” means Memphis Shelby County Schools, including it’sK-12 schools and District Office or other designees.

“Purchase/Work Order” written authorization requesting a vendor to perform specific services included in such document, up to the dollar amount stated in the authorization and pursuant to the pricing schedule under this Agreement.

2. TRAVEL AGENT AND CUSTOMER, WARRANTIES AND RESPONSIBILITIES

A. Travel Agent/Consultant represents and warrants the following:

- That all of the Services to be performed by the Travel Agent/Consultant under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.
- That the Travel Agent/Consultant has all necessary, current and active corporate

power and has received all necessary corporate approvals to execute and deliver this Agreement and the individual executing this Agreement on behalf of the Travel Agent/Consultant has been duly authorized to, act for and bind the company.

- That, after the execution of this Agreement, no Services will be performed, and Customer shall have no responsibility to pay for any Services, not authorized by a Purchase Order issued by Customer for the performance of the Services.

B. Customer shall have the following obligations:

- i. Pay for the Services the amount described in Section 5 and Exhibit A; and
- ii. Cause Customer's employees, students, and other representatives of the Customer to adhere to any other reasonable rules or regulations of the Travel Agent/Consultant, as set out in Exhibit B,
- iii. Allow the Travel Agent/Consultant to request the ordering school or department to sign a confirmation of the trip in the form set forth in Exhibit D. No other document shall be binding on MSCS.

3. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference and made a part hereof:

- a. This Agreement;
- b. Exhibit A, Listing of Services and Prices
- c. Exhibit B, Rules and Regulations
- d. Exhibit C Certificate of Insurance
- e. Exhibit D-Trip Confirmation Form
- f. Exhibit E-List of Partnering Subcontractors
- g. Exhibit F-Proof of License

This Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the Customer and the Travel Agent/Consultant.

4. **CONTRACT TERM.** The term of this Agreement shall commence upon the execution of this Agreement (the "Effective Date") and shall continue until one (1) year from its date of execution. Upon mutual agreement, the Customer and the Travel Agent/Consultant may renew this Agreement for an additional one (1) year terms.

5. **CONTRACT PRICE.** The Owner shall pay the Contractor according to the pricing schedule for the performance of the Services, as stated on Exhibit A. Customer will issue a Purchase/Work Order for each location requesting Travel Agent/Consultant to perform the Services. Each Purchase/Work Order will describe the Services the Travel Agent/Consultant is to perform, as well as, the location and duration of the Services. Each Purchase/Work Order issued pursuant to this Agreement will incorporate the terms and conditions of this Agreement. Effective from the date of this Agreement, Customer shall have no obligation to pay for Services that are not authorized in a Purchase/Work Order.

6. **SUBCONTRACTORS.** The Travel Agent/Consultant will not use any subcontractors for the performance of the Services without the express written consent of the Customer. Any approved subcontractor must meet the requirements of the Travel Agent/Consultant, including drivers, vehicles and proper insurance coverage. A listing of partnering subcontractors can be found in Exhibit E.

7. **INDEMNIFICATION.** It is expressly agreed that Customer will not assume liability for any injury (including death) to any persons or damage to any property arising out of the acts or omissions of the agents or employees of the Travel Agent/Consultant. Further, to the extent permitted by law, Travel Agent/Consultant will defend, indemnify and hold Customer/Shelby County Board of Education harmless from any and all demands, claims, suits, actions and legal proceedings brought against it, its board members, officers, employees or agents arising out of alleged acts or omissions by Travel Agent/Consultant or its agents or employees in the course of performing Services to Customer/Shelby County Board of Education pursuant to this Agreement. This indemnity shall extend from the Travel Agent/Consultant regardless of whether the Travel Agent/Consultant believes that its agent or employee was acting within the scope of their employment. The foregoing provisions shall include, but not be limited to, any judgments, awards, settlements, reasonable attorney fees, and costs and expenses incurred by Customer/Shelby County Board of Education in connection with the defense of any actual or threatened action, proceeding or claim.
8. **INSURANCE REQUIREMENTS.** The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the Shelby County Board of Education and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration date, payment to the company may be withheld until those requirements have been met, or at the option of the Shelby County Board of Education. The Shelby County Board of Education may pay the renewal premiums and withhold such payments from any monies due the Company.

The Company shall indemnify, defend, save and hold harmless the Shelby County Board of Education, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of the Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the Shelby County Board of Education, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the Shelby County Board of Education from any liability arising out of the Company's loss of sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

Company shall provide notice to the Shelby County Board of Education within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to Shelby County Board of Education by registered mail, to the following address:

Shelby County Board of Education
Attn: Office of Risk Management
160 S. Hollywood, Room #152
Memphis, TN 38112

The Certificate of Insurance shall state the following: “The Shelby County Board of Education, its officials, agents, employees and representatives shall be named as additional insured on liability policies.”

The additional insured endorsement shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: “The additional insured endorsement is attached to the Certificate of Insurance.”

WORKERS COMPENSATION:

The Company shall maintain in force Workers’ Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer’s Liability	\$100,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$100,000	Disease – Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence Combined Single Limits

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability coverage with Minimum Limits of:

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

ERRORS AND OMISSIONS / PROFESSIONAL LIABILITY

The Company shall maintain travel agents and tour operators professional liability coverage for at least three (3) years from the termination or expiration of this agreement with Minimum Limits of:

\$2,000,000 Each Claim / Aggregate

PROPERTY INSURANCE:

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all subcontractors to carry insurance as outlined above in case they are not protected by the policies carried by Company.

9. **TERMINATION.** This Agreement shall commence upon the execution by both parties and shall continue until terminated. Either party may terminate this Agreement, for any reason, upon the delivery to the other party of a Termination Notice at least 7 days prior to the termination effective date, except that will be required to complete any trip for which a purchase order has been issued prior to the date of termination. The Contractor shall be compensated for Services properly rendered for any trip obligated prior to the effective date of termination.
10. **INDEPENDENT CONTRACTOR.** It is understood and agreed that Travel Agent/Consultant will perform the Work under this Agreement as an independent contractor. It is also agreed that Travel Agent/Consultant will comply with all applicable federal, state, and local laws and regulations relating to the employment, insurance, and taxation of employees who perform Work under this Agreement. No agency or employment relationship with Customer is intended nor shall be construed to exist between Customer and Travel Agent/Consultant or between Customer and any of Travel Agent/Consultant's employees performing the Work under this Agreement, and neither Travel Agent/Consultant's nor its employees shall be entitled to participate in any of Owner's pension or employee welfare benefit plans, including its group life insurance plans.
11. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Agreement or any part thereof or interest therein without the prior written consent of the Owner.
12. **GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with and governed by the laws of Tennessee and a suit to enforce this agreement, if any, must be brought in an appropriate court of jurisdiction of Shelby County, Tennessee.
13. **SEVERABILITY.** The provisions of this Agreement are severable. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Agreement.
14. **AMENDMENTS TO THIS CONTRACT.** This Agreement may not be amended except by mutual agreement in writing which specifically recites that the Parties intend such writing to amend this Agreement and which is signed by authorized representatives of each party.
15. **ENTIRE AGREEMENT.** This Agreement, together with the exhibits and other documents that may be executed pursuant to this Agreement and incorporated herein, constitutes the entire agreement between the Parties and shall supersede any and all prior agreements, communications and understandings between the Parties with respect to the subject matter hereof. The terms of this Agreement shall apply notwithstanding any proposed variations or additions that may be contained in any purchase order, invoice or other communication submitted by Travel Agent/Consultant. This Agreement may not be modified, amended or changed except by mutual agreement in writing.

16. **NOTICES.** All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by express delivery or confirmed facsimile, or certified mail, return receipt requested, to the Parties at the respective address set forth below, or to such other address as the party to receive the notice has designated by notice to the other party:

If to Contractor: _____

If to Customer: Memphis-Shelby County Schools
160 S. Hollywood St
Memphis, TN 38112
Attn.: Business Operations

With a copy to: Memphis-Shelby
County Schools
160 S. Hollywood
Street Memphis, TN
38112
Attn: Office of the General Counsel

NO WAIVER. The failure by either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

17. **NON-DISCRIMINATION-** The Travel Agent/Consultant agrees, warrants and assures compliance with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246 and 38 USC Section 4212, along with the related regulations and reporting requirements of each. Travel Agent/Consultant shall not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, to the extent applicable to Travel Agent/Consultant, the Travel Agent/Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran. Such action includes, but not be limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship. To the extent required, Contractor shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

18. **NONPERFORMANCE.** If a trip is late, postponed, and/or rescheduled due to services rendered by Travel Agent/Consultant and/or partnering subcontractors for any reason, the Travel Agent/Consultant and/or partnering subcontractors shall reschedule and/or assist in same or similar

new bookings for travel and/or lodging. The Travel Agent/Consultant shall not charge any rebooking or rescheduling fees for these services. If for some reason the scheduled and paid for services do not occur, Travel Agent/Consultant shall reimburse the Customer.

19. **ATTORNEYS FEES** Should Customer/Memphis Shelby County Board of Education employ attorneys to enforce any of the provisions hereof, Travel Agent/Consultant agrees to pay Customer all reasonable costs, charges, and expenses, including attorneys' fees and costs, expended or incurred in connection therewith, as long as Travel Agent/Consultant is the party against whom any final judgment is entered.-
20. **CONFLICT OF INTEREST.** Travel Agent/Consultant warrants that no part of the compensation payable hereunder shall be paid directly or indirectly to an employee or official of Customer as wages, compensation, or gifts in exchange in connection with the Services contemplated or performed relative to this Agreement. Travel Agent/Consultant shall disclose in writing to Customer's Office of the General Counsel any financial or beneficial interests that it, or its principals or officers, has in services, products, or companies recommended to Customer in the performance of this Agreement. Failure to disclose any such interests shall be deemed a violation of this Agreement and will result in the forfeiture of all monies previously paid by Customer to Travel Agent/Consultant pursuant to this Agreement.
21. **COMPLIANCE WITH LAWS.** Contractor will observe and comply with all applicable local, state, and federal laws, ordinances and regulations, including, but not limited to, Equal Opportunity laws, the Fair Labor Standards Act, the Occupational Safety and Health Act (OSHA) the Civil Rights Act of 1964, and the Americans with Disability Act (ADA). Contractor represents and warrants to Shelby County Board of Education (SCBE) that it is aware of all such laws, rules, regulations and ordinances governing or applicable to its completion of the Services. In compliance with [the 112th General Assembly Public Acts 2021-2022 Public Chapter \(PC\) 0775](#), Contractor also warrants to SCBE that it is aware that it is not currently engaged in, and will not for the duration of its agreement with SCBE, engage in a boycott of Israel. Contractor is exempted from compliance with PC 0775 if the contract has a total potential value less than \$250,000 or Contractor employs fewer than 10 employees. Contractor further agrees that its failure to comply with all applicable federal, state and local laws, rules, regulations and ordinances is a material breach of this Agreement and such Agreement shall be deemed void.
22. **FORCE MAJEURE.** If CONTRACTOR's performance of any obligation under this Agreement is prevented, restricted or interfered with by causes other than CONTRACTOR, acts of God, explosions, vandalism, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, disease outbreak, or any law, order, regulation or other

actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then CONTRACTOR shall be excused from such performance on a day-to-day basis during such restriction or interference. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, CONTRACTOR shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where CONTRACTOR fails to use its best efforts to minimize such delays, the delays shall be included in the determination of default. CONTRACTOR must notify MSCS promptly upon the occurrence of any such event, or performance by CONTRACTOR will not be considered excused pursuant to this Section and inform MSCS of its plans to resume performance. In no event shall the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of CONTRACTOR's subcontractors, if any; or, (b) strike, lockouts, boycotts, work stoppages or other labor difficulties.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

(“Travel Agent/Consultant”)

**MEMPHIS SHELBY COUNTY BOARD
OF EDUCATION
 (“Customer”)**

By: _____
Signature and Title

By: _____

Date: _____

Date: _____

Approved as to legal form:

Senior Legal Counsel

Exhibit A
Description of Services and Rates

Exhibit B

Description of Company's Rules and Regulations

Exhibit C

Certificate of Insurance & Additional Insured Endorsements

Exhibit D
Trip Confirmation Form

Exhibit E
Partnering Subcontractor List

Exhibit F (Only Needed for Travel Agents)
Proof of License