

Booking Conditions Contract - Cuisine Adventure Tours, Inc.

This Booking Conditions Contract (AGREEMENT) contains the entire understanding between Cuisine Adventure Tours, Inc. (COMPANY) and I (CLIENT). This AGREEMENT supersedes all prior agreements between the parties. The only way to change the AGREEMENT is to do so in writing, signed by all parties. In the event that any part of this AGREEMENT is found to be invalid or unenforceable, the remainder of this AGREEMENT shall remain valid and enforceable. Any agreement to waive one or more provisions of this AGREEMENT shall not constitute a waiver of any other portion or provision of this AGREEMENT.

PAYMENT TERMS AND NON-REFUNDABLE DEPOSIT

CLIENT is required to pay a non-refundable deposit of \$1,000.00 per person. Payment may be made by Credit Card, Debit Card, PayPal, or certified funds. Payment in full is due 90 days before departure date. COMPANY reserves the right to cancel the AGREEMENT if payment in full is not received 90 days before departure date. The COMPANY may, at its sole discretion, reinstate the AGREEMENT if the CLIENT provides payment in full and pays a 15% surcharge for late payment. If booking occurs within 90 days of the trip, the cost of the trip must be paid in full, and the entire amount is non-refundable.

CLIENT CANCELLATION POLICIES

CANCELLATION or POSTPOSTMENT MEANS CANCEL.

In order to cancel and receive credit (less the \$1,000.00 non-refundable deposit), CLIENT must communicate in writing to the COMPANY 120 days before the departure date. The credit amount will be applied towards another tour offered by COMPANY, and must be used within one year from the cancellation date.

CLIENT who cancels from a registered tour less than 120 days prior to departure is responsible for the entire tour cost and will be billed accordingly, regardless of participation.

If CLIENT has a medical issue or some other unusual circumstance prior to the start of a tour that may prohibit participation, CLIENT must submit in writing a request for cancellation or postponement. CLIENT must submit to COMPANY a physician's statement which substantiates the need for medical withdrawal with the request for the credit of recoverable costs. COMPANY shall work in good faith to credit all recoverable costs paid by COMPANY on their behalf. Depending on the timing of the cancellation, the credit amount may be minimal, and CLIENT may incur a financial loss.

CLIENT will not receive any credit of the tour cost if CLIENT cancels from a tour for any reason while it is in progress.

COMPANY CANCELLATION POLICY

The COMPANY reserves the right to cancel a tour for any reason. Due to preliminary costs incurred by the COMPANY for all such tours, the \$1,000.00 deposit is non-refundable. CLIENT may choose to use the balance towards another tour offered by COMPANY. CLIENT must advise company in writing within seven days after being notified by COMPANY that the tour has been canceled if CLIENT would like a refund, less the \$1,000.00 non-refundable deposit, or use the balance towards another tour offered by COMPANY. Failure to notify the COMPANY in writing requesting a refund, less the \$1,000.00 non-refundable deposit, or choosing to apply the balance towards another tour offered by the COMPANY within seven days after being notified that the tour has been canceled, will result in a forfeiture of the balance.

CHANGES TO TOURS

The COMPANY will make its best efforts to operate all tours as advertised. CLIENT accepts that it may be necessary or advisable to modify the itinerary or its contents due to local conditions. The COMPANY reserves the right before or during a tour to cancel, change, and/or substitute, any of the facilities, services or events described. This includes, but is not limited to, transportation, accommodations, and/or other arrangements. CLIENT releases COMPANY from any and all claims arising in such an event, and COMPANY accepts no liability for loss of enjoyment as a result of any changes. If a major change in the tour is necessary, the COMPANY will make reasonable efforts to communicate these changes to the CLIENT. The COMPANY, at its sole discretion, will define a major change in the tour.

TRAVEL INSURANCE

COMPANY recommends that each CLIENT purchase Travel Insurance from a reputable insurance company to cover the tour. Travel Insurance may cover costs of cancelled trips, pre-paid/non-refundable deposits, medical expenses, evacuations, loss or delays, and provide other protection. CLIENT should consult individual insurance company and policy for specific details about coverage.

CLIENT PERSONAL INSURANCE REQUIREMENTS

It is required that the CLIENT be covered by insurance for accident, health, medical evacuation, and repatriation in order to participate in the tour. These insurance policies must be effective both in the United States of America and all other nations of the world. CLIENT acknowledges responsibility for obtaining insurance sufficient to cover for all possible eventualities. CLIENT understands that all such insurance must be in effect through the end of the tour. CLIENT will provide proof of such insurance coverage, including contact information for the insurance agent of record, to the COMPANY before embarking on the tour. **Failure to provide proof of adequate insurance, will result in cancellation of CLIENT tour and no refund will be given.**

GUARANTEED DEPARTURES AND MINIMUM NUMBERS

The COMPANY, at its sole discretion, sets minimum numbers for group tours and will operate tours once minimum numbers have been reached. The COMPANY minimum is six (6) paid persons booked on the tour.

When minimum numbers have not been achieved on a given departure, COMPANY may, at its sole discretion, choose to either operate the group tour with below minimum numbers or cancel the group tour. Canceled tours are subject to the terms and conditions listed in the AGREEMENT.

EXCLUSIONS FROM AGREEMENT

The AGREEMENT does not cover, and CLIENT will be responsible for, payment and procurement of international flights and all other personal expenses including, but not limited to, alcoholic drinks, soft drinks, souvenirs, and meals and transportation not otherwise included in the tour package.

COMPANY AGREES TO PROVIDE

The COMPANY agrees to provide CLIENT with all of the following on the tour:

- 7 breakfasts; 6 lunches; 7 dinners
- in-country ground transportation
- an English speaking guide
- tour site entrance fees
- double occupancy accommodation (CLIENT may have the option to pay an additional charge for single occupancy accommodation)
- bottled water during sightseeing excursion

COMPANY INDEMNIFICATION

CLIENT agrees voluntarily and without reservation to indemnify and hold harmless the COMPANY, its officers, employees, and/or agents from any and all liability, loss, damages, costs, or expenses (including attorney's fees) that arise out of the negligent acts or omissions of an officer, employee, and/or agent while acting within the scope of employment or agency.

COMPANY does not indemnify CLIENT with regard to any civil claims made in a foreign country, and bears no responsibility to provide defense or legal help to a CLIENT who is arrested or detained.

CLIENT will indemnify COMPANY for any cost COMPANY incurs on behalf of CLIENT. CLIENT agrees to allow COMPANY to contact the Consulate or Embassy on behalf of CLIENT.

COMPANY shall not be responsible or liable for any loss or damage to CLIENT's property.

COMPANY AUTHORITY TO ACT

CLIENT grants COMPANY, its employees, agents, and/or representatives, the authority to act to safeguard and preserve the health and/or safety of CLIENT during participation on the tour. This authority includes, but is not limited to, authorization of any medical treatment as deemed necessary by the COMPANY at its sole discretion, as well as return to the United States, for medical treatment or in case of emergency. In the event of a medical emergency where CLIENT emergency contact cannot be reached, CLIENT agrees to grant COMPANY, its employees, agents, and/or representatives authority to make medical decisions guided by health care professionals. All medical or travel costs incurred are the responsibility of the CLIENT.

SAFETY AND RISK TO CLIENT

CLIENT understands that the COMPANY has made every reasonable effort to assure safety while participating in this tour. CLIENT further understands that the COMPANY cannot assure that home-country values and norms will apply in the host country. In addition, there are unavoidable risks in travel and tour overseas that may not ordinarily be encountered in CLIENT'S home-country. The risks may cause physical injury, or possibly death, and may include but are not limited to:

- traveling to, within, and returning from one or more foreign countries;
- foreign political, legal, social, and economic conditions;
- different standards of civil defense procedures, design safety and maintenance of buildings, public places, and conveyances;
- allergies to food or drink;
- sanitary conditions and procedures of food handling and preparation;
- local medical and emergency services;
- local weather and environmental conditions.

In case of emergency, the COMPANY will do its best to extract CLIENT safely and efficiently. If it becomes necessary to do so before the end of the tour there are no refunds. CLIENT agrees to pay for extra costs that may be associated with such extraction. Again, Travel Insurance is recommended.

PASSPORT AND VISA

It is the responsibility of the CLIENT to be in possession of valid passport and visa permits. Information about these matters or related items is given in good faith but without responsibility on the part of the COMPANY.

AGE AND HEALTH REQUIREMENTS

Minors (those under 18 years of age) are accepted on the tour, provided that all CLIENTS under the age of 18 be accompanied by a legal guardian on the tour. The legal guardian will be responsible for the minor under the age of 18.

CLIENT acknowledges that the CLIENT is fit and able to complete the tour.

ACCURATE CLIENT INFORMATION

CLIENT acknowledges that all personal information provided to COMPANY is accurate. CLIENT personal information may include, but is not limited to, name, address, passport information, visa permit, credit card, and/or birth date. CLIENT failure to provide accurate information may result in additional charges, delays, or possible cancelation.

COMPLAINTS

If the CLIENT has a complaint about the tour, the CLIENT agrees to discuss it with the tour leader immediately so that the COMPANY has an opportunity to rectify the complaint. If the complaint is not resolved and requires further attention, then the complaint should be put in writing to the COMPANY within 30 days of the end of the tour. COMPANY is under no obligation to return any amount of money to CLIENT.

IN-COUNTRY FLIGHTS

COMPANY will make efforts to ensure that all in-country flight prices and pre-paid taxes are correct at the time that they are quoted. Airlines reserve the right to amend or withdraw fares without prior notice. Once a deposit is paid on an airfare, it guarantees that a booking is being held, it does not guarantee the fare. The fare can only be guaranteed when the flight booking has been paid for in full by the COMPANY and a ticket has been issued. Flight bookings cannot be transferred.

BROCHURE/WEBSITE/ADVERTISING MATERIAL ACCURACY

The information contained in the COMPANY brochure, website and or other advertising material is believed to be correct to the best of the COMPANY's knowledge at the time of publication. Errors may occasionally occur and information may subsequently change, therefore CLIENT agrees to check all details of chosen tour (including the price) with COMPANY at the time of booking. The COMPANY cannot be held responsible for any error, omission or misrepresentation that may appear in the brochure, website or in other advertising material.

PRIVACY POLICY

In order to process bookings the COMPANY is required to collect certain personal details from the CLIENT. These details will usually include the names and addresses of party members along with passport details, credit / debit or other payment details and special requirements such as those relating to any disability or medical condition that may affect the tour arrangements. The COMPANY will do its best to ensure that proper security measures are in place to protect CLIENT information. The COMPANY must pass some information on to the relevant suppliers of CLIENT'S travel arrangements (airlines, hotels, transport companies etc.). The information may also be provided to security or credit checking companies, public authorities such as customs / immigration if required by them, or as required by law. Once the tour is completed, CLIENT will be asked to complete a questionnaire, The COMPANY will collect details about the CLIENT and the tour. The CLIENT will also be asked to review the tour on trusted review websites. CLIENT agrees that the COMPANY may share these reviews with trusted review websites.

PHOTOGRAPHS, VIDEOS, & TESTIMONIALS

CLIENT agrees that any image or video taken by any person during the tour that contains CLIENT images or likeness may be used by the COMPANY for promotional and marketing purposes without charge for all media including, but not limited to brochures, website, and social media channels. Written feedback supplied to the COMPANY may also be used in print and online for marketing and advertising purposes. Additionally any photographs, video and text sent to the COMPANY must be owned by the CLIENT and by sending it, the CLIENT agrees that the COMPANY may use it for advertising and marketing purposes. The CLIENT hereby indemnifies the COMPANY for any claims regarding copyright or ownership of the media listed above.

APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without reference to its conflict of laws provisions or rules of construction concerning the draftsman hereof. CLIENT AGREES AND CONSENTS TO SUBMIT TO PERSONAL JURISDICTION IN THE STATE OF WISCONSIN IN ANY STATE OR FEDERAL COURT OF COMPETENT SUBJECT MATTER JURISDICTION SITUATED IN THE CITY OF LACROSSE, WISCONSIN. CLIENT FURTHER AGREES THAT THE SOLE AND EXCLUSIVE VENUE FOR ANY SUIT ARISING OUT OF, OR SEEKING TO ENFORCE, THE TERMS OF THIS AGREEMENT SHALL BE IN A STATE OR FEDERAL COURT OF COMPETENT SUBJECT MATTER JURISDICTION SITUATED IN THE CITY OF LACROSSE, WISCONSIN. IN ADDITION, CLIENT WAIVES ANY RIGHT TO CHALLENGE IN ANOTHER COURT ANY JUDGMENT ENTERED BY SUCH COURT OR TO ASSERT THAT ANY ACTION INSTITUTED BY COMPANY IN ANY SUCH COURT IS IN THE IMPROPER VENUE OR SHOULD BE TRANSFERRED TO A MORE CONVENIENT FORUM. CLIENT HEREBY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. CLIENT REPRESENTS THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

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