

The Effortless Kitchen, LLC
RETREAT AGREEMENT

This Retreat Agreement, by and between The Effortless Kitchen, LLC (here after “Host”, “We”) and [Participant Name] (hereafter “Participant”) outlines the entire terms and conditions for attendance at and participation in The Effortless Kitchen’s Culinary Adventure (hereafter “Retreat”), which shall be binding on Participant’s heirs, successors and assigns.

SECTION 1. EVENT

1. Retreat Location. The Retreat will be held in Napa at 1600 Soscol Avenue, Napa, CA 94559.
2. Retreat Date(s). The Retreat will take place from March 24, 2022 to March 28, 2022.
3. Retreat Details. The schedule of events and/or activities are outlined in the Schedule/ Agenda, included as Attachment A. Host reserves the right to alter or amend the programs, events and/or activities due to weather, circumstances which could affect the health or safety of Host or Participants, as a result Force Majeure causes, or other circumstances beyond Host’s control. Where a significant event or activity of the Retreat cannot be provided, Host will make a suitable alternative substitution, in its sole judgment.

SECTION 2. FEES & PAYMENT

- 2.1 Retreat Fee & Deposit. The total fee for the Retreat ranges from \$3,500 to \$6,800 depending on room type and buy two spots at a time as indicated on <https://www.theeffortlesskitchen.com/napa2022>. Both pay in full and payment plan options, where a payment of 1/3 of the cost of your trip is due with this agreement, include a \$500 deposit. ***Deposits are non-refundable and fully earned upon receipt, subject to Section 5, below.***

If you are on a payment plan, the second payment is due in 45 days from purchase and the third and final payment is due 90 days from purchase.

- 2.2 Accommodations & Meals. The Retreat Fee includes the following overnight accommodations: 4 nights at The River Terrace Inn in village view rooms. Details about booking accommodations can be found in Attachment A.

The Retreat Fee includes the following meals: See Attachment A

- 2.3 Payment Method. Payment of the Retreat Fee can be made by credit card on the payment page.

- 2.4 No Charge Back. Since we have a clear and explicit Refund Policy, below, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company. In the event that a chargeback is placed on a payment or we receive a chargeback threat during or after your payment, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address.

SECTION 3. PARTICIPANT RESPONSIBILITIES

1. Participation & Conduct. To ensure a successful and enjoyable Retreat for all, Participant agrees to follow the General Retreat Policies, included as Attachment B, which may be revised by Host prior to Retreat, with written notice to Participant.
2. Airfare. The Retreat Fee does not include airfare. Participant is strongly encouraged to wait until the trip is confirmed, before booking airfare or making any non-refundable travel arrangements. Host will not be liable for any damages incurred related to travel or travel expenses in the event of Cancellation or Postponement of the Retreat.
3. Travel Insurance. The Retreat Fee does not include insurance. Participant is encouraged to obtain travel medical insurance. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Participant during travel.

SECTION 4. CANCELLATIONS & POSTPONEMENTS

1. Cancellation by Client. Cancellations by November 14, 2021 will be 100% refundable, except a \$500 fee. Cancellations between November 15, 2021 and December 30, 2021 will be 50% refundable, plus the \$500 fee will be held.

All purchases are 100% transferable if you are able to fill your spot with another guest, and you will not be subject to the \$500 cancellation fee.

Due to the limited number of spaces available at the Retreat, if Client cancels on or after December 31, 2021 will be non-refundable, Client forfeits the deposit and may not apply it to a future retreat, except in the event of cancellation due for Force Majeure Causes, defined below.

2. Cancellation by Host. Host reserves the right to cancel the Retreat for any reason but will not cancel with less than 30 days' notice before the Retreat Date, except in the event of Force majeure causes.

In the event that Participant presents a threat or implied threat of injury or unprofessional, harassing language or behavior to Host, staff, or other Retreat participants, Host will make reasonable efforts to notify the Participant and Participant is responsible to resolve, in a timely manner satisfactory to Host. Failing satisfactory resolution, Host reserves the right to require Participant to leave the Retreat. Host shall be entitled to all payments made and Participant agrees to release and hold Host and its employees or agents, harmless as a result of incomplete Retreat participation.

3. Postponement. Host reserves the right to Postpone and reschedule the Retreat for any reason but will not do so with less than 30 days' notice before the Retreat Date, except in the event of Force majeure causes, in which as much notice as is reasonably possible will be provided.

SECTION 5. REFUNDS

1. Cancellation by Host. If the Retreat is postponed or cancelled by Host for any reason other than Force Majeure Causes or the fault of the Participant, the Participant may:
 - 1.1. Request and receive a full refund of all monies actually paid under the contract within 7 business days of such request; or
 - 1.2. Transfer all monies actually paid under the contract towards another retreat taking place within one calendar year. If the Participant requests an alternate retreat of a higher value than that originally booked, Participant must pay the difference in price.
2. Cancellation due to Force Majeure. If, as a result of Force Majeure Causes, the Retreat is postponed or cancelled by Host, or if Participant cancels, Participant may:
 - 2.1. Transfer all monies actually paid under the contract towards another retreat taking place within one calendar year. If the Participant requests an alternate retreat of a higher value than that originally booked, Participant must pay the difference in price.
 - 2.2. If the Retreat is not offered again, Participant may request a refund of monies paid, less the deposit.

In no event, will Host be responsible for any incidental expenses or consequential losses that the Participant may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, hotel expenses, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc.

SECTION 6. MEDIA RELEASE

- 6.1 Release. By participating in the Retreat, Participant consents to photographs, videos, and/or audio recordings that may be made that may contain you, your voice and/or your likeness. In Host's sole discretion, we reserve the right to use these photographs, videos, audio recordings, and/or any other materials submitted by you to us in connection with your participation in the Retreat, in current or future Retreats, Programs, Products or Services, and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future.

SECTION 7. DISCLAIMERS

1. Warranties Disclaimer. HOST MAKES NO WARRANTIES AS TO THE RETREAT OR MATERIALS. PARTICIPANT AGREES THAT RETREAT AND MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, HOST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. HOST DOES NOT WARRANT THAT THE RETREAT OR MATERIALS WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE. HOST DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF OUR PROGRAM OR MATERIALS.

2. Expectations disclaimer. Host does its utmost to ensure you a rewarding and enjoyable travel experience with us. We understand that expectations vary greatly from person to person, however, and we cannot guarantee to meet all the expectations of the various people who attend our trips. By agreeing to these terms and conditions you accept that Host will not be held accountable if our trips do not meet your particular expectations. This includes, but is not limited to, meeting your expectations regarding the quality or quantity of food and cooking classes, wine tastings, culinary experiences, the quality or type of accommodation, the standard or type of transportation and the style of trip leadership and organization.

In the event that you are not satisfied with any part of the Retreat, we ask that you bring it to our attention as soon as possible so that we may address it appropriately. If satisfaction is still not reached through these means during the Retreat, any further complaint must be put in writing to The Effortless Kitchen, LLC within 30 days of the end of the trip.

3. Assumption of Risk. Participant is aware that there is a risk of negligence by the Host to safeguard or protect them from or warn of the risks, dangers and hazards of cooking, eating food and drinking alcohol. Participant freely accepts and fully assume all risks, dangers and hazards associated with participating in a retreat with The Effortless Kitchen, LLC and the possibility of loss, personal injury or death resulting therefrom.

SECTION 8. INTELLECTUAL PROPERTY & LIMITED LICENSE

- 8.1 Ownership. Host is the sole owner, or authorized licensee, of all intellectual property and other rights in and to the Retreat and all components and materials thereof, including any modifications thereto. Therefore, except as otherwise agreed to in writing, Participant specifically agrees s/he will not: (a) make any copies of, distribute, adapt, display, transmitting, create derivative works of or competitive or functionally equivalent products to the Retreat materials or components; (b) use the any information or any components or associated materials of the Retreat, other than as intended and authorized by this Agreement; or, (c) use any Retreat components or associated materials thereof to develop competitive or functionally equivalent retreats, programs, trainings, materials or courses similar to those provided by Host during the Retreat.
- 8.2 License. Host grants to Participant a non-exclusive, limited to Participant to use the Retreat materials provided to Participant by Host in the course of the Retreat for Participant's own use. This Section 8 shall survive the termination of the Agreement. In addition to any other remedies available under the law, Host may seek injunctive relief to enforce this Section 8.

SECTION 9. MISCELLANEOUS

1. Limitation of Liability. Notwithstanding, any damages that Participant may incur, Host's entire liability under this agreement, and Participant's exclusive remedy, will be limited to the amount actually paid by Participant to Host under this agreement.
2. Release of Claims. The Retreat and any information or materials provided during the Retreat is for informational and educational purposes only. To the fullest extent permitted by law, Host expressly excludes any liability for any direct, indirect or consequential loss or damage incurred by Participant attending the Retreat including without limitation any liability for any delays, loss, damage, lost profits, personal or business interruptions, misapplication of information, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. Participant hereby release Host, and Host's employees, agents, and assigns, from any and all claims including, without limitation, those related to lost profits, personal or business interruptions, personal injuries,

accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise.

Any claims by the Participant arising under this Agreement must be brought forth in a court of competent jurisdiction, by Participant within six months of when the Participant knew about the action or omission giving rise to the claim, or such claims shall be forever forfeited.

PARTICIPANT AGREES NOT TO FILE ANY LAWSUIT OR PROCEEDING INCONSISTENT WITH THE FOREGOING LIABILITY LIMITATIONS. IF ANY COURT DETERMINES THE LAW OF SUCH A JURISDICTION APPLIES, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

3. Force Majeure. In the event that Host unable to hold the Retreat as a result of an Act of God, pandemic, quarantine restrictions, natural disaster, act of war, the declaration of a State, Federal or National State of Emergency (in either Massachusetts or in the state of the Retreat Location), or the issuance of an Executive, Judicial, or Legislative Order or Governmental Advisory which directly affects Host's ability to operate or perform under this Agreement (collectively, Force Majeure Causes), Participant's remedy is limited to transferring monies paid towards another Retreat, subject to the Cancellation, Postponement and Refund terms, above. Cancellations, whether by Host or Participant, due to Force Majeure causes remain subject to the Cancellation and Refund Terms, above.
4. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties. The terms of this Agreement may only be modified in a writing, signed by both parties.
5. Choice of Law; Venue. This Agreement is governed by and construed in compliance with the laws of the State of Massachusetts. Any claims under this agreement may only be brought before a court of competent jurisdiction in Middlesex County, Massachusetts.

By signing below, I confirm that I am at least 18 years of age. I attest that I have read and understand the terms of this agreement, including the refund policy and dispute resolution terms, and that I may be waiving my legal right to hold Host responsible for any injuries or damages resulting from my participation in the Retreat.

[Participant Name]

[Address]

[Phone]

[Email]

Date: _____

Acknowledged:

Deborah Brosnan, Owner of The Effortless Kitchen, LLC

Date: _____

ATTACHMENT A
SCHEDULE OF EVENTS/AGENDA-subject to change depending on availability

March 24, 2022- arrival

March 25, 2022- breakfast on own, 2 vineyard tastings in Napa Valley, chef lunch

March 26, 2022- breakfast on own, 2 vineyard tastings in Sonoma, dinner

March 27, 2022- breakfast on own, CIA experience, brewery

March 28, 2022- departure

Rooms are reserved at the hotel. Please respond to our travel concierge's email request to select your room type or reach out to her at amy@ttravs.com

ATTACHMENT B
RETREAT PARTICIPATION AND CONDUCT

1. Alcohol consumption is part of the culinary experience. Participants are required to monitor their own alcohol consumption and to exhibit decorum throughout the retreat. Host reserves the right to address issues as noted in section 4.2
2. Vaping/Smoking is not allowed during any group activity (unless there is a designated area) or on transport with the group.
3. Participants will be asked to provide their dietary restrictions and preferences. Host will try to accommodate all, but it is not guaranteed.
4. Participants will abide by hotel policy.
5. Health and Safety Policy. The health and safety of Participants and staff is of utmost importance to Host. As such, Host complies with all health and safety laws, directives, and rules and regulations. Participant agrees to immediately notify Host if Participant shows any signs or symptoms of any contagious or communicable disease. Participant expressly agrees that during the Retreat, Participant shall not carry weapons or firearms. Participant will be required to provide a Consent for Medical Treatment, Attachment C, and sign a COVID Waiver (to be sent separately).

**ATTACHMENT C
CONSENT FOR MEDICAL TREATMENT**

This is to certify that on this date I, _____, give my consent to The Effortless Kitchen, LLC or their representative to obtain medical care from any licensed physician, hospital or clinic for me for any injury or illness that may arise during this activity. In the event of sickness or accidents, I will not hold the activity organizer, its officials, officers, directors, employees, agents, volunteers and assigns responsible. In case of sickness or accident, I authorize the calling of a medical doctor and/or providing of other necessary medical services. I agree to pay for those medical services that are deemed necessary by medical authorities.

_____ Date: _____
[Participant Name]

INSURANCE INFORMATION:

Carrier: _____
Policy Holder: _____
Policy/Group Number: _____

EMERGENCY CONTACT(S):

Name _____ Relationship _____

Phone _____

Name _____ Relationship _____

Phone _____

PLEASE LIST ANY IMPORTANT MEDICAL CONDITIONS OR ALLERGIES OF WHICH WE SHOULD BE AWARE:

