

## **Everlasting Tours Agreement | Kauai 2019**

### **Services**

Everlasting Tours (Everlasting) shall contract with hotel(s) and other business establishments so as to provide the Traveler with the items listed in the Trip Includes section of the flyer/brochure/website. In the event of cancellations by the hotel or if the number of travelers Everlasting deems necessary to provide the trip is not reached, Everlasting shall have the right, without liability to the Traveler, to either contract with alternate hotels of equal or greater quality without penalty or at no additional cost to the Traveler, or to refund Traveler all amounts paid to Everlasting by Traveler in which event Everlasting shall have no further liability to Traveler. Everlasting does not own or operate any person or entity which is to provide goods or services for the Traveler's trip including, for example, accommodations, air, land, rail, water or other transportation, food service, local guides, etc. As a result, if these services or components are prevented, restricted or interfered with by reason of causes beyond Everlasting's control, including without limitation, acts of civil or military authorities, by reason of statute, rule, or action of federal, state or local government or agency, acts of public enemy, acts of terrorism, criminal activity, war, riot, embargoes, civil commotion, insurrection, strike or labor unrest, acts of God, attacks by animals, severe weather conditions, storm, flood, fire, earthquake, power or communication line failure, sickness, food poisoning, unsafe sanitary conditions, quarantine, acts or omissions of carriers including but not limited to breach of contract, cancellation, delay or over booking, acts or omissions of other providers such as hotels, local ground handlers, entertainers or sightseeing services or restaurants including but not limited to breach of contract, cancellation, delay or over booking, or Traveler's negligence, Everlasting shall not be liable for any claims, losses, damages (direct, indirect, consequential or incidental), costs, or expenses including without limitation, injury, accident or death, inconvenience, loss of enjoyment, loss of pay, or emotional distress, whether physical or mental, arising out of or in connection therewith. Everlasting recommends that you visit the websites of the Department of Transportation ([www.dot.gov](http://www.dot.gov)) and the Federal Aviation Administration ([www.faa.gov](http://www.faa.gov)) for current news and releases regarding air travel and safety. Everlasting reserves the right to make changes in the published itinerary whenever, in its judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the trip. Baggage and personal effects are solely the responsibility of the Traveler.

### **Cancellation by Speakers or Artists**

Everlasting shall not be liable for the failure of any speaker or other artist or musician to attend or to perform during the trip. In the event of any failure of any speaker or artist to perform during the trip, Everlasting, at its sole discretion, may engage a replacement artist or artists, change, postpone, or terminate any portion of the entertainment program. In such case, Everlasting shall have no liability to any passenger for any loss, damage, or expense whatsoever by reason of such change.

### **Changes in Bookings**

Revisions or alterations made to a reservation after the booking is confirmed will incur a fee of \$50 per person (per change), unless the change increases the value of the booking. Corrections to name spellings can be made up until 45 days prior to the trip. Traveler shall notify Everlasting for any changes in address, telephone number, or email address prior to the trip commencement date. Everlasting is not liable for misdirected mail, telephone calls, or email.

### **Payments**

Passengers may choose to pay for their reservation in full or use a monthly payment plan. All payments must be made by automatic credit card draft. For monthly payment plans, a one-time \$40 convenience fee (per person) will be added to the total amount due. Monthly payments start at the time of booking and continue until the account is paid in full. Account must be paid in full no later than May 13th, 2019.

The first payment is non-refundable at the time of booking and any future payments are subject to the cancellation policy as outlined below. If an automatic payment is unsuccessful for 21 days, the payment plan will have failed and the reservation will be subject to cancellation unless reinstated with payment. It is the sole responsibility of the cardholder to contact Everlasting and restart the agreed upon payment plan. All delinquent payments are due at that point in time. A late fee of \$30 will be assessed to the account for the declined charge. A fee of \$30 will be charged to change a payment plan after it has begun, as in the case of a passenger requiring that we stop payments from occurring on one card and start payments on a different card.

#### Cancellation Charges | Cancellations/Refunds

Each passenger acknowledges that the Everlasting Tours Cancellation Policy supersedes the policies of any and all outside vendors' policies. To cancel your reservation you must send us written notice (by mail or fax) to: Everlasting Tours, Attn: Cancellations, PO Box 1707, Medford, OR 97501 or fax # (888) 781-8687. Everlasting recommends that you purchase delivery confirmation (if mailing) or printing off a fax confirmation (if faxing). It is the traveler's responsibility to confirm that the cancellation has been received by Everlasting.

If you do not make payments as agreed upon, your reservation will be subject to cancellation and cancellation fees will apply.

If you fail to appear on the trip, regardless of the reason, your reservation will be cancelled.

Each passenger expressly acknowledges that because of the special nature of the event and the additional expenses incurred by Everlasting related to cancellation, re-booking, potential lost revenue, and finding booking replacements, that Everlasting will suffer damages and expenses. The parties agree that the liquidated damages provisions shown in the table below represent a fair, reasonable and agreed upon determination of those damages and expenses and will apply regardless of the reason for cancellation, even those due to unexpected or special circumstances.

- From time of reservation to August 31, 2018 - First monthly payment or the equivalent for the room category selected, if paid in full, plus 100% of any other fees.
- From September 1, 2018 to October 31, 2018 - 25% of Trip Price and additional room night charges (if applicable), plus 100% of any other fees.
- From November 1, 2018 to December 31, 2018 - 50% of Trip Price and additional room night charges (if applicable), plus 100% of any other fees.
- From January 1, 2019 until the date of the trip - 100% of Trip Price and additional room night charges (if applicable), plus 100% of any other fees.

No refunds for no shows or when cancelled after May 1, 2019. After cancellation fees are incurred, if there is a remaining balance due, Everlasting may, in its sole discretion, consider your notice of cancellation to be invalid and thus may not release your reservation until payment of the cancellation charges is received; therefore a delay in payment may result in a higher cancellation fee being owed. If a refund is due, Everlasting will credit a refund within 60 days of receipt of the written request for cancellation.

Passenger expressly acknowledges that Everlasting highly recommends travel/cancellation insurance for each and every passenger. It is the sole responsibility of each passenger to purchase travel / cancellation insurance.

#### Documentation

A valid drivers license, government issued photo id, or passport is required for hotel check-in. For Cancun, a passport is required to enter/leave the country. Any guest traveling without proper documentation will not be allowed to check-in at the resort and no refund of the trip price will be issued. A valid credit card must be presented to hotel upon guest check-in.

#### Trip Price

Prices are based on double occupancy and include 7 days/6 nights resort accommodations (in the room category of your choice) and include what's listed under the "Love Song Couples Getaway Includes" section.

#### Other Charges

Optional travel/cancellation insurance, meals, laundry, clothing, room service, telephone charges, optional activities, local transportation including ground transportation, side trips, airline tickets, incidental hotel charges (a valid credit card will be required at check-in), and all other items not expressly listed in the Trip Includes section.

#### Traveler Responsibility

Each Traveler is responsible for all of his or her actions from the departure flight until arrival back to the departure city.

#### Handicap Accessibility

Hotels, transportation services, and other facilities are not necessarily handicap accessible. If the Traveler has a disability, which may require special assistance, the Traveler must notify us in advance in writing.

#### Photography | Sharing of Information

Everlasting and/or its promotional partners have the exclusive right to include photographic, video and other visual portrayals of passengers in any medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to passengers, and all rights, title and interest therein shall be Everlasting sole property, free from any claims by passengers or any person deriving any rights or interest from a passenger.

#### Miscellaneous

It is agreed by and between the passenger(s) and Everlasting that this entire agreement supersedes all prior representations, agreements or understandings of the parties. All disputes and matters whatsoever arising under, in connection with or incident to this Agreement, shall be construed and governed by the laws of the State of Oregon and is deemed to be made and entered into in Jackson County, Oregon wherein the Circuit Court of the State of Oregon shall have exclusive jurisdiction in a dispute arising under this Agreement. In the event of a dispute between the parties, the prevailing party shall be entitled to be paid the reasonable attorney fees and costs by the losing party, both in the Circuit Court and on appeal.