AstridTravel Club, LLC TRAVEL MANAGEMENT SERVICES CONTRACT

The AstridTravel Club, LLC, Astrid Solo Travel Advisor, LLC and AstridTravel, LLC its owners, officers, employees, representatives and agents, collectively known as "ATC" or "ATC Family", looks forward to providing travelers with enriching experiences through our unique and exciting global trips. The term "we", "us", "our" refers to ATC or the ATC Family. The term "you" or "Traveler" refers to the client visiting our website, booking travel services, or otherwise using our website, club membership, or services. This Travel Management Services Contract ("Contract"), and the incorporated Trip Prospectus, sets forth the legal obligations between ATC and you, the Traveler. When a conflict exists between the Contract and Trip Prospectus, the Trip Prospectus controls.

All travelers going on any of the AstridTravel Club, LLC trips must acknowledge they have read this Contract and agree to them in writing by signature. You will not be eligible to take one of the ATC Family trips without signing this Contract. ATC reserves the right to cancel bookings without a signed Contract without refunding any monies paid for an ATC Trip.

1. ATC SERVICES AND OBLIGATIONS

1.1 ATC Services. ATC shall perform certain services from time to time as requested by Traveler(s) subject to the terms and conditions of this Contract. Our "Travel Services" include but are not limited to itinerary creation, tour and sightseeing organization, miscellaneous activity arrangement, activity suggestions, arrangement of transportation, hotel booking, restaurant reservation, and general trip facilitation.

1.2 Relationship with Suppliers. We coordinate Travel Services with many different suppliers and service providers from around the world ("Suppliers"). Suppliers may include, but are not limited to, ground transportation, hotel accommodations, meals, tours, cruises, etc. All such Suppliers are independent contractors. Each Supplier has their own terms and conditions and that you should understand. ATC is acting as an intermediary or "Booking Agent" for services and products that are not directly supplied by us. We are not co-vendors of such products or services, unless otherwise stated, and therefore ATC has no power or control over the acts or omissions of Suppliers or for any injury, damages, loss, or accident resulting from their services or products. You, as recipient of goods and/or services provided by Supplier, will be required to abide by Supplier(s)'s Terms and Conditions.

2. TRAVELER(S)' OBLIGATIONS

2.1 Identification: Travelers must register for an ATC trip using the full legal name that is listed on her/his passport. If any name change occurs before the start of a trip you will be required to inform ATC of your correct new name.

2.2 Payments: Each ATC trip will have a three part payment schedule with corresponding due dates for each payment. A deposit will be due upon sign-up, and is required to secure your trip reservation. All deposits are non-refundable and non-transferable unless otherwise stated The

second installment payment will be the largest of the three installment payments. Any payments to ATC must be made by credit card, debit card or direct wire transfer. These payments must be received by the deadline dates set forth in the ATC Trip Prospectus. Traveler(s) authorizes ATC to charge all payments for fees and expenses to one or more credit cards provided by Traveler. If the full installment payment is not received by the required date, ATC Cancellation Policy will apply and your reservation will be canceled. Full payment for an ATC trip can be made at anytime before the trip sign up cut off date. If, for any reason, you cancel a reservation for an ATC trip and later decide to reinstate your reservation, this will be allowed only if space is still available on the particular canceled trip and full payment is made at the time of the reservation reinstatement.

2.4 Passports and Visas: Travelers must have a passport that is valid for at least 6 months following the return travel date of your specified ATC trip. Travelers are responsible for securing all required visas. Note that some countries require a traveler to have a full blank page(s) in their passport for stamping purposes. All US and non-US citizens should review the passport and visa requirements with their respective country consulate for the countries they will be visiting with the ATC in order to fully understand any and all passport and visa requirements. ATC is not responsible for any complications that arise from a travelers' failure or inability to obtain passport or visa requirements.

2. 5 Traveler's Agreement: Travelers are required to accept the Contract for each ATC trip they participate in before ATC trip start date. ATC travel documents will not be issued without this Contract being signed by participating Traveler.

2.6 Group Compatibility: ATC reserves the right to reject or expel any Traveler who is deemed disruptive or incompatible with the interest of the ATC trip group. Disruptive or incompatible behavior includes but is not limited to: the abuse of drugs and/or alcohol, vulgar language or behavior, bullying, harassment, inappropriate comments, etc. Any costs incurred as a result of expulsion must be paid for by Traveler, and ATC may not be held responsible for the repercussions of trip expulsion. An expelled Traveler will not be eligible for any ATC trip refund due to their expulsion.

2.7 Health Requirements: Every Traveler should check with their healthcare provider for current health requirements when traveling to a specific ATC trip destination. ATC representatives highly recommend that all travelers check the Centers for Disease Control (<u>www.cdc.gov</u>) and/or the World Health Organization (<u>http://www.who.int/en/</u>) for specific ATC trip health recommendations. Required inoculations are to be recorded with the traveler's health practitioner. If an Inoculation Certificate is required for a specific ATC trip, the traveler must have this Inoculation Certificate in their possession during the specific ATC trip. All expenses due to illness, an accident or a health event must be borne by the traveler. Special Dietary requests must be submitted in writing at least 4 weeks prior to departure. These requests should be mailed to <u>contact@astridtravel.com</u> with the traveler's name, the ATC trip name and dates.

2.8 The Itinerary: It is the Traveler's responsibility to arrive on time for all scheduled activities on the ATC trip itinerary. While there is no penalty for arriving late or missing a scheduled activity,

the ATC trip will proceed as scheduled, and the traveler will be responsible for locating and joining the rest of the group if desired. The stated itineraries are subject to change and might have to be amended to accommodate any unforeseen circumstances. An ATC representative will notify travelers of any changes, made for any reason, to the stated itinerary as soon as possible. Travelers will be afforded leisure time on all ATC trips, and will be provided with suggested activities, restaurants, etc. Any specific requests for leisure time suggestions should be stated in writing and sent to <u>contact@astridtravel.com</u> at least 72 hours prior to trip departure.

2.9 Travel Protection and Travel Insurance: ATC **REQUIRES** travelers to purchase travel insurance for any ATC trip. Travelers must purchase travel insurance through a third party provider, not through ATC. Many unforeseen things can happen before and during any trip you embark upon including but not limited to: death in the family, missed or cancelled flight, a sudden health problem, natural disaster, etc. that might cause the traveler to incur added expenses. We **REQUIRE** travel insurance protection for each ATC trip that provides coverage for medical expenses, trip cancellation and/or interruption, baggage loss, flight delay, plus any and all other events that might result in monetary or physical loss or harm. ATC is not responsible for any refunds, charges, or expenses that may arise, except for those explicitly set forth in the trip's cancellation policy.

3. TERMS AND CONDITIONS

3.1 Cancellation Policy and Refunds:

A. Cancelation by You. All cancellations must be sent via email to <u>contact@astridtravel.com</u> and the Effective Date is the date such email is received. Please include your full name, the ATC trip you are canceling and the trip date in your request. You should receive the ATC trip cancellation acknowledgement within 72 hours.

If the Effective Date is more than 60 days prior to trip departure, 50% of payments you have already made, less the deposit, will be refunded. If the Effective Date is between 59 and 31 days prior to departure, then 25% of payments already made, less the deposit, will be refunded. If you cancel your trip 30 days or less prior to departure, no monies will be refunded.

B. Cancelation by ATC. ATC reserves the right to cancel trips for any reason. Such reasons include, but are not limited to, a minimum number of participants necessary to make the trip feasible, weather, and similar unforeseen circumstances. In such event, you may choose to either receive a full refund, including the deposit, or apply your payments to another trip if approved by ATC.

ATC is not responsible for any additional costs incurred by the traveler due to trip cancellation. This includes but is not limited to the cost of your flight, the cost of your visa, the cost of personal possessions purchased in anticipation of the trip, etc.

3.2 ATC Travel Documents: Once full payment is received, your ATC Trip travel documents and travel instructions will be sent to you via email. All ATC trip travel documents will be emailed to you 14-21 days prior to your ATC trip's start date.

3.3 Fees for All ATC Trips: All fees for ATC trips will be listed in the Trip Prospectus. All services, activities, meals, and accommodations included in an ATC trip package will be clearly disclosed in the Trip Prospectus. Costs not covered in the ATC trip package will also be clearly disclosed in this document. Typical costs not covered include: laundry, food and beverages not stated in the ATC trip package, gratuities, flight expenses, passport and visa fees, travel insurance and other miscellaneous personal expenses. All ATC travelers will be required to present a valid credit card to the ATC trip's hotel venue to secure payment for any incidentals not covered in the ATC Trip Prospectus. ATC is not responsible for any costs or expenses other than those explicitly set forth in the ATC trip package.

3.4 Hotel Accommodations: Room selection is at the discretion of the Accommodations management on a run-of-the house basis unless otherwise specified. Check-in time is typically not before 3:00p.m. and check-out time is prior to noon in most cases unless otherwise stated. Accommodation profiles are based on information provided to ATC by the Accommodations vendor. By joining an ATC trip, you agree to the policy, terms and conditions set forth by the designated host, hotel or any other form of accommodation.

3.5 Meals: Certain meals will be included in the trip package, and will be specified beforehand. In most cases, beverages will not be included unless otherwise stated. Personal credit or debit cards will be needed for all excluded beverage expenses. In addition ATC will make every effort to honor any special dietary requests, but will not be held responsible for any third party failure to fulfill these requests. Special Dietary requests must be submitted in writing at least 4 weeks prior to departure. These requests should be mailed to <u>contact@astridtravel.com</u> with the traveler's name, the ATC trip name and dates.

3.6 Transportation and Transfers: Transportation and transfers as stated in each Trip Prospectus will be provided by car, van, minibus, water taxi, or boat by a Supplier. You must provide your name, ATC trip name, flight arrival and departure times to the ATC 3 weeks prior to the ATC trip start date. Any delay caused by a missed or canceled flight, time spent in immigration and customs, time spent reporting baggage damage or loss, or any other valid circumstance causing a change in arrival or departure time should be immediately reported to an ATC representative. An ATC representative will make every attempt to revise your airport pick up and/or departure time, but may not be able to guarantee paid-for transportation. In the event that the ATC representative is unable to provide new, pre-arranged transportation due to a trip delay, the traveler is responsible for organizing and providing payment for their own transportation to and/or from the ATC accommodations venue. ATC will not be responsible for refunding or reimbursing the traveler for added transfer costs.

3.7 Luggage. ATC travelers should strive to only bring one piece of standard sized luggage and one carry-on bag. ATC will not be responsible for loss or damage to luggage or your personal belongings. A written report of damaged items must be secured by the local travel destination authority(s) for submission to your travel insurance provider for possible indemnity.

3.8 Personality Rights. An AstridTravel Club, LLC employee, representative or agent may take photographs and/or video of the ATC trips and trip participants to use for promotional purposes. By signing I am agreeing to these Terms and Conditions, you grant the ATC employee, representative or agent permission to do so, and you thereby relinquish any rights to financial compensation for any photographs and/or videos in which you are pictured. If you wish to not be featured in any ATC promotional material, please notify an ATC Trip Representative or send an email to <u>contact@astridtravel.com</u>.

4. TERM, TERMINATION, SURVIVAL

4.1. Initial Term. This Contract terminates and the obligations of ATC end at the end of the trip or when ATC services are rendered or cancelled as per this Contract of Cancellations Policy Contract subsequently agreed upon and incorporated hereto.

4..2 Termination. This Contract may be terminated by either party as per the Cancellation Policy. **4.3 Survival**. Sections 2,4, 5, 6, 7, 8, and 9 of this Contract shall survive termination of the Contract as shall the duty of each party to pay sums owing to the other party at the time of termination.

5. OTHER OBLIGATIONS, ASSUMPTIONS, AND RELEASES BY TRAVELER

5.1 Disclaimer and Limitation of Liability. ATC makes no warranties whatsoever with respect to this Contract, including the travel services, online access and any component thereto. ATC disclaims any and all warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, and any other warranty arising out of the course of dealing, usage, or trade. Prices are subject to change. The information, products, and services provided by ATC or suppliers may include inaccuracies or errors. ATC reserves the right to correct any inaccuracy or error.

ATC shall have no liability for any personal injury, death, property damage, or other damages resulting from acts, errors, omissions, representations, warranties, breaches, or negligence of any supplier or damages or expense(s) resulting therefrom. In no event shall ATC be liable for damages that exceed the amount paid by traveler for an ATC trip.

5.2 Indemnification. Traveler agrees to indemnify ATC, our officers, directors, employees, agents, and/or suppliers from and against any claims, demands, causes of action, losses, damages, or other costs, including reasonable attorneys' fees and costs, brought by you or third parties as a result of Traveler's breach of this Contract, violation of any law or right of any third party, negligence, or use of ATC website.

5.3 Release from Liability and Assumption of Risk: Traveler is aware that travel can be uncertain and dangerous, with a risk of illness, injury or death which may be caused by the forces of nature, animals, insects or flora, the negligence of AstridTravel Club, LLC, Astrid Solo Travel Advisor, LLC and AstridTravel, LLC or other persons known or unknown, or of willful or criminal conduct of third parties. Traveler releases ATC from any liability for any losses, injuries, or damage resulting from any Supplier or travel related occurrence, including but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes

or other labor activities, criminal or terrorist activities of any kind, or threat thereof, overbooking or downgrading of accomodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with severe, adverse or unpleasant weather conditions, with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incidental to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the control of the ATC and its owners, employees, representatives and agents. Traveler releases the ATC Family, its owners, directors, officers, employees, representatives, and agents from its/ and their own negligence and I assume all risk thereof when on any ATC trip.

You understand the physical requirements of the activity in which you will be participating in an ATC trip and you declare that you have no known physical, medical or mental condition that would impair your ability to participate in an ATC trip or my safety in its activities and you are willing to assume all risks that may be created, directly or indirectly, by any such condition. Traveler hereby authorizes ATC's representative or employee, or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me while on an ATC trip without my further consent. To be a participant on any of the ATC trips Traveler fully accepts the risks and uncertainty involved with ATC trip travel.

6. Dispute Resolution.

A. <u>Dispute Resolution Procedures</u>: Should a dispute, controversy, or claim (each, a "<u>Dispute</u>") develop between the parties under this agreement (including without limitation, one respecting the validity, material breach, suspension, or termination hereof), the procedures set forth in Sections B through D below shall apply (collectively, the "<u>Procedures</u>"). The Procedures shall be the exclusive mechanism available to the parties for resolving Disputes hereunder.

B. <u>Negotiation</u>: In the event of a Dispute, the parties must first attempt to informally negotiate and resolve their conflict at the operational level; i.e., through meeting(s) between each party's representative(s) with decision-making authority. Once all reasonable good faith efforts to do so have been made, an unresolved Dispute must be submitted to upper management for another opportunity to negotiate and resolve the conflict by each party's key executives. Such executives shall promptly use all good faith efforts to seek a resolution. If, after twenty-one (21) days following the commencement of negotiations, upper management has failed to resolve the Dispute, the parties may seek resolution by mediation as more fully set forth in Section C, below. All negotiations commence upon the provision of written notice from one party to the other party identifying the Dispute and requesting the opportunity to negotiate a resolution. Either party may seek equitable relief, such as an injunction, prior to or during the negotiations in order to preserve the status quo and protect its interests during the process. All communications, whether oral or written, are confidential and will be treated by the parties as compromise & settlement negotiations for the purposes of the Federal Rules of Evidence as well as any applicable, corresponding state rules. Notwithstanding the foregoing, evidence that is otherwise admissible

or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiations.

C. Mediation: Subject to Section (2), above, the parties may submit the Dispute to confidential mediation for a good faith resolution. The mediation must be administered by the American Arbitration Association under its Commercial Mediation Rules and shall take place in Baton Rouge, Louisiana. The version of the rules that should apply are those [currently in effect as of the date of this agreement. If the aforementioned mediation service is no longer available for any reason at the time of the Dispute, the parties shall mutually agree upon an alternative, comparable service, yet must first use the named service's successor, if one exists. The mediation shall commence upon the parties' provision of a joint, written request for mediation to the mediation service. Such request shall include a sufficient description of the Dispute and relief requested. Each party shall cooperate with the mediation service in all reasonable respects and participate in good faith wherever required. Mediation fees and expenses shall be borne equally by the parties. All communications, whether oral or written, are confidential and will be treated by the parties as compromise & settlement negotiations for the purposes of Federal Rule of Evidence 408 as well as any applicable, corresponding state rules. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or nondiscoverable as a result of its use in the mediation. Either party may seek equitable relief, such as an injunction, prior to or during the mediation in order to preserve the status quo and protect its interests during the process. If, after the earlier of: (i) sixty (60) days following the commencement of a mediation hereunder; or (ii) completion of the initial mediation session, the parties have still not come to a resolution for any reason (including a failure to actually mediate), they shall seek to resolve the Dispute by binding arbitration as more fully set forth in Section D, below. Until such time, neither binding arbitration nor litigation may be pursued by the parties.

D. <u>Arbitration</u>: Subject to Sections B and C, above, either party may commence neutral, binding arbitration as the Parties sole remedy for any disputes. Arbitration shall be conducted on a confidential basis and shall take place before the American Arbitration Association in Baton Rouge, Louisiana. The version of the rules that should apply are those currently in effect as of the date of this agreement. Each party shall cooperate with the arbitrator in all reasonable respects and participate in good faith wherever required. Final and binding judgment upon any award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration or litigation shall be entitled to recover its reasonable, outside attorneys' fees and related costs. Either party may seek equitable relief, such as an injunction, prior to or during an arbitration or litigation in order to preserve the status quo and protect its interests during the process.

7. Severability. If any provision of this Contract is rendered inoperative or void by operation of law, regulation, judgment or otherwise, such provision will be deemed omitted and the remainder of the Contract will remain enforceable to the maximum extent.

8. Modifications. We reserve the right to amend this Contract, including any Trip Prospectus or Cancellation Policy, at any time prior to initiation of ATC trip without prior notice to Traveler.

9. AGREEMENT AND EXECUTION.

By booking a trip with ATC, Traveler acknowledges that (s)he voluntarily agrees to participate in an ATC trip, has read and understands this Contract, and assumes the inherent risk associated and releases ATC from all hazards that may be involved. By signing this Contract the Traveler agrees to and is bound by all obligations, terms and conditions of this Contract and releases the ATC Family and any and all of its owners, employees, representatives and agents from personal liability and includes any and all Release from Liability, Assumption of Risk and Binding Arbitration Clause.

I, Traveler, hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of the AstridTravel Club, LLC, Astrid Solo Travel Advisor, LLC, AstridTravel,LLC and its owners, employees, representatives and agents and agree to hold harmless and release the AstridTravel Club, LLC, Astrid Solo Travel Advisor, LLC, AstridTravel, LLC and its owners, employees, representatives and agents from claims of third party negligence.

TRAVELER:

BY:		
	(Signature)	
NAME:		

(Please print)

DATE: _____