

Terms & Conditions AND Travel Planning Service Agreement

Between Client listed above & all travelers on the same travel itinerary AND Encore Journeys LLC (hereby the agency):

effective 9/01/2020

Please Read Carefully

Whereby:

Supplier is defined as any Tour Operator, Travel Supplier, Cruise Line, Airline or any other entity used to complete travel arrangements.

Agency is defined as Encore Journeys LLC.

QUOTES: All pricing quoted is subject to change at any time for any reason until actually paid for AND ticketed by the supplier(s). Encore Journeys LLC shall not be responsible for any changes to pricing and/or policies from travel service suppliers. If quoted airfare, please note these prices do not include any baggage charges assessed by the airline, upgraded seat fare options or change support fees should you need to change your flight. Please check with the airline for the details regarding the specifics on your baggage needs or additional seating arrangements. Encore Journeys LLC are not airlines and therefore do not operate aircraft and are not responsible for airline maintenance/safety problems; we act only as agents for identified airline principals approved by the FAA. Please verify the spelling of all names provided in writing on the registration form and the flight details before booking your flight. Any changes once booked and ticketed will result in change support fees assessed by the airline and Encore Journeys LLC are not to be at fault. We recommend providing us a copy of your government ID in the event yours is stolen or lost while traveling and to also help validate the information of each passenger.

SERVICE PROVIDED: Encore Journeys LLC offers retail travel services to our customers, which are provided by separate and independent vendors of travel services. Encore Journeys LLC does not operate, control, or otherwise provide the services of the independent travel vendors. Therefore in working with Encore Journeys LLC, you understand we act only as an agent for you, our client, in acquiring transportation, hotel accommodations, sightseeing and other privileges, or services for you and anyone traveling with you, and on the express condition that Encore Journeys LLC shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith. As Encore Journeys LLC provides research and travel planning, appropriate fees will be assessed to the traveler(s) for services rendered known as our Professional Planning Package. These travel professional planning packages are NON-REFUNDBALE under any circumstances to include acts covered under

Force Majeure. These travel planning & support fees are in addition to any commission our suppliers provide for conducting business with them. However, those commissions are only paid out to us should you complete your travel.

PASSPORTS & REAL ID: It is your responsibility as the traveler to ensure proper documentation. Full Name as listed on your government issued Valid ID is required for making reservations. US Govt.'s Transportation Security Administration (TSA) Secure Flight program now requires all travelers to provide their full name, date of birth and gender that matches exactly with the Passport or Government issued photo ID. Failure to comply will result in denial of boarding, no refund, no exceptions (out of the USA). Encore Journeys LLC is NOT responsible for passports or other government issued ID in ANY way.

Domestic travel maybe conducted using a U.S. State issued Driver's License with the REAL ID GOLD star. For more information on REAL ID requirements for your state go here For REAL ID information and compliance: <https://www.dhs.gov/real-id>

U.S. citizens traveling to any destination outside of the United States will be required to present a valid U.S. passport book, this includes cruises. Passports must be valid for 6 months past the return date, some destinations can require up to one year. Some countries require a visa for transit or entry. Passengers are responsible to ensure that they have all the proper documents for entry. All names on documents must match the legal name on your photo I.D., and travel document information must match tickets. Immunizations may also be required. Failure to comply with these regulations may result in denied boarding, denied entry, and/or government-imposed fines. If you are a citizen of another country, there may be additional requirements. Check with the nearest consulate or embassy of the destination you are traveling to and find out the entry requirements for non-U.S. citizens. The US State Department may also issue travel advisories which are warnings against travel to a particular area. It is your responsibility as a traveler to review this information BEFORE traveling and booking your reservations. This information can change at any time and is no fault of or responsibility of Encore Journeys LLC. Encore Journeys LLC strongly encourages the purchase of a proper travel insurance policy that will cover you in the event of civil unrest or crisis. Please check the US State Department website at <https://www.travel.state.gov> for further information. More information can be found on our website at: <https://www.EncoreJourneys.net/Resources/>

For passport and VISA services: <https://www.travel.state.gov/passport>

HONEYMOON & ANNIVERSARY TRAVELERS: You MUST bring a copy of your marriage certificate to qualify for any complimentary honeymoon/anniversary package (photocopy is recommended). Failure to have such proof of marriage will result in the resort denying these complimentary privileges (if applicable). PLEASE

notify your Encore Journeys LLC Travel Specialist if you are celebrating a Honeymoon or Anniversary in advance so that they can annotate this in your reservation. Typically, resorts will honor these packages up to 30 days before or after your honeymoon/anniversary date. We value our exclusive relationships with these resorts and ask that you assist in support of their requirements.

TRAVELING WITH CHILDREN: Children under 18 years of age not traveling with both parents or legal guardian(s) may need to present a notarized letter from the absent parent/guardian granting permission to travel outside the United States and provide emergency medical care, if necessary. Please contact our office for appropriate forms for minors. Encore Journeys LLC is not responsible for lack of compliance to provide proper documentation to airport authorities. It is the responsibility of the traveler & the traveler's parents/guardians to provide proper documentation to airport authorities.

CHANGES TO RESERVATIONS: ANY changes made to your existing reservation are subject to the current rates, promotions, and terms at the time of change. Please keep in mind that changing one small thing can change the dynamic of the entire travel package you received a great deal on. Changes may also include an assessment of change support fees both by the supplier(s) and/or Encore Journeys LLC reserves the right to assess a nonrefundable change support fee of up to \$100 per person.

FINAL PAYMENT: The final payment **MUST** be received **NO LATER THAN 45 days** prior to departure unless otherwise noted by the supplier. Final payments are not automatically charged. Please note your calendar of this final payment date as reminders may not be sent or are often missed; however, we try to send reminders about a week before it is due. Payments must be received before 5pm EST. Encore Journeys LLC is not responsible for cancellations due to payments made after the due date. Late fees will apply. Please note, payments maybe received, but processing may not reflect as such on your billing statement immediately- there can be a delay of up to 3 business days. You may also see one or multiple charges all totaling the amount quoted as we use various suppliers to complete your travel plans.

LATE FEES: Final payments not received prior to the **5pm EST** on the due date above will incur a \$40 per person late fee, plus any additional late fees imposed by the supplier(s) that is used to secure your reservation. All reservations are subject to cancellation and hotel penalties as described above if final payment is not received on the due date. Late fees are not covered by the travel insurance and are always non-refundable. Optional Travel Insurance may cover some or all the above except for late fees from Encore Journeys LLC. If you do not have insurance – natural disasters (such as hurricanes) or cancellation for ANY reason (medical/personal emergencies, cancellation of the wedding, etc.) will not relieve you from these

penalties. ONLY the Travel Insurance will ensure your coverage and again **READ AND VERIFY YOUR POLICY'S TERMS & CONDITIONS**– Not all policies are the same.

FORCE MAJEURE: Encore Journeys LLC shall not be responsible for failure to perform any of its obligations under this agreement during any period in which such performance is prevented or delayed due to Force Majeure, nor for changes to or terminations of your trip due to Force Majeure. “Force Majeure” refers to any event beyond Encore Journeys LLC reasonable control, including but not limited to strikes, epidemics, World Health Organization’s advisories and/or alerts, disease, pandemic, virus, illness, Center for Disease Control’s advisories and/or alerts, U.S. State Department’s advisories and/or alerts, any order of any local, provincial or federal government authority, interruption of power services, terrorism or any other causes beyond the control of Encore Journeys LLC.

Very rarely, you may be forced by “Force Majeure” to change or terminate your trip after departure, but before the scheduled end of your trip. This is unlikely, but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any such refunds from our suppliers), pay you any compensation, or meet any costs or expenses you incur as a result. Encore Journeys LLC reserves the right to cancel any services described in a trip itinerary due to Force Majeure.

In the event that your trip is cancelled and you decide to take a future travel credit (FTC) instead of a full refund (where eligible and available), Encore Journeys LLC will not take any responsibility for this decision. The future of travel can be unpredictable and Encore Journeys LLC has no knowledge of the future value, eligibility or redemption of any Future Travel Credit received from a supplier.

HEALTHCARE & MEDICAL: Certain destinations will require a health/medical certificate stating that you and all travelers on your itinerary are of good health and free of disease, illness or virus in order to travel to a destination(s) or participate in adventurous activities. You may also be required to take a medical test to enter the borders of destinations. These tests can include, but are not limited to temperature checks, COVID testing, required vaccines or any other testing or procedure deemed necessary for entry. You may be required to produce results of a negative COVID test or prove your physical fitness competence.

Some countries also require you to show proof of medical coverage. This coverage is available with many travel insurance policies. Failure to show this could result in the country denying you entrance to that country.

It may be a good idea to consider a Health Care Surrogate in the event of illness or injury on your trip. A health care surrogate designation is a legal document that appoints a person to become your “surrogate” if you become incapacitated. The

designation document gives your surrogate legal authority to talk to your doctors, manage your medical care and even make medical decisions for you if you cannot do so. To obtain such form, please contact your attorney and/or legal representative.

CANCELLATIONS: Encore Journeys LLC reserves the right to charge a cancellation fee of up to 15% of total travel trip amount paid for unless otherwise noted. Encore Journeys LLC reserves the right to assess cancellation fees in addition to the supplier's cancellation fees.

-Hotel or Resort: Cancellation charges are per person or entire room canceling (NOTE: if ONE person within the room cancels, these same rules apply for that person).

-Airline Tickets: If Encore Journeys LLC booked your airline tickets, those airline tickets are often 100% non-refundable and subject to individual airline penalties/fees to make changes to them (see insurance below). Once your reservation is made, a \$50 nonrefundable penalty will be assessed in addition to any additional airline penalties per person, per ticket.

-Package, Tour, Cruise or Other Travel Accommodations not mentioned above: Encore Journeys LLC reserves the right to charge a cancellation fee of up to 15% per person in addition to any penalties or fees assessed by the supplier(s) used to make your reservation.

Please note: That a 'trip' or 'booking' often consists of multiple components, each of which may carry its own cancellation penalties (example: an airline ticket, a pre-trip hotel night, a multi-day adventure vacation by a tour operator, a post-trip extension designed by Encore Journeys LLC, all of which may be subject to a different set of cancellation policies.)

All cancellations must be received in writing and must be validated by Encore Journeys LLC. We strongly recommend getting travel insurance as situations do arise beyond anyone's control. Travel is an investment- Protect it!

REFUNDS: Under no circumstances are travel planning & support; cancellation or change support fees from Encore Journeys LLC refundable. Refunds from supplier(s) used are subject to the rules and policies of those entities as well as the rules and policies of the state and/or government and/or country under which they operate. Refunds are not guaranteed under any circumstances. No refund(s) will be issued for cancellations due to actual or threatened terrorist events or Force Majeure. If travel plans are delayed or cancelled for any reason there will be no refunds issued by Encore Journeys LLC, except in those circumstances where Encore Journeys LLC has issued its own schedule of cancellation, applicable to all or

a portion of a booking (whenever such a schedule is issued, it will specifically indicate which trip component(s) it is issued for and it will apply ONLY to the specific trip component(s) indicated.) Again, we strongly encourage the purchase of travel insurance for this reason.

TRAVEL INSURANCE: Since there is always a risk involved with travel and travel activities and/or excursions, it is **STRONGLY ENCOURAGED** that you consider Travel Insurance. While we are not registered insurance agents, we can provide you with a quote and general information to provide you with coverage for your upcoming trip. We strongly encourage and recommend purchasing travel insurance as travel is an investment to protect.

Cancel for Any Reason Insurance can only be purchased at the time your reservation is made; it cannot be added after the initial trip deposit is received. Cancel for Any Reason does not guarantee the return of the FULL AMOUNT PAID. Cancel for Any Reason Insurance prices vary based on age of each traveler, number of travelers, price of trip and destination and therefore must be quoted. Your Encore Journeys LLC Travel Specialist will quote your insurance policy cost upon initial trip quote. Please review details of the policy for specific coverage details and terms. (Encore Journeys LLC Travel Specialists are not Insurance Agents and can therefore not consult or handle any policy matters.) Insurance may NOT cover items you purchase outside Encore Journeys LLC (i.e. airfare, tours, excursions etc.) Please Note: if you initially reserve a room only package & add airfare to the package through Encore Journeys LLC at a later date, your cancel for any reason insurance policy cost will be adjusted to accommodate the revised total trip package cost at that time. This plan does not include increased rates associated with a change in the number of individuals occupying a room or cruise cabin. If the number of individuals occupying a room or cruise cabin changes, the remaining travelers will be responsible for any additional costs incurred because of the change in the per-person occupancy rate. When you get Travel Insurance of any kind, make sure to read and understand your policy. It is better to understand it before and not during a crisis.

TRAVEL DOCUMENTS: Travel documents will be sent to you no later than ten (10) days prior to departure date. They will not be sent to you until final payment has been made. Please read through these documents immediately; misprints, misspellings, incorrect dates etc. are not the responsibility of Encore Journeys LLC. Included in your travel documents (if airfare is purchased through Encore Journeys LLC) are airline electronic ticket receipts (proof of purchase, not boarding passes or actual tickets). Boarding passes are printed at the time of check in; online with the airline directly, or at the airport when showing passport/government ID & checking in luggage. It is very important that you take your travel documents with you in addition to passports and a major credit card for any baggage fees that may apply. Please keep these items in a safe place and protect them during your travels. If you

are traveling internationally, it is a good idea to provide Encore Journeys LLC with a copy of your passport and also register your travel itinerary with the Smart Traveler Program. This free program allows travelers to register their international travels with the Embassy or Consulate.

BAGGAGE FEES: Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees & information. Encore Journeys LLC is NOT responsible for additional fees incurred for baggage or seating. **BAGGAGE FEES ARE NOT PART OF AN ALL-INCLUSIVE PACKAGE!** You can view the costs for baggage by visiting your specific airline's baggage rules on their website. Also, it is important to review your ticket restrictions as some special priced fares come with luggage restrictions. It is your responsibility to review this information in your travel documents and in the terms & conditions of your airline. For information on what is or is not allowed on the plane or in your carry-on, etc., please review "What Can I Bring" at <https://www.tsa.gov/travel/security-screening/whatcanibring/> all This is information is always changing, the most current information will be available here.

AIRLINE SCHEDULE CHANGES & CANCELLATIONS: Occasionally airlines change flight schedules and may even cancel flights entirely. These changes are beyond Encore Journeys LLC control. If such a situation occurs, Encore Journeys LLC will do it is very best to assist you with finding best possible alternate option(s). If the flight time change is minor (2 hours or less) the airline will automatically make the change (airline policies/rules entitle them to legally do so). Encore Journeys LLC will notify you of major changes. Please Note: there may be additional costs to re-book a new flight should the airline cancel or make a major change to your original flight itinerary. Encore Journeys LLC is NOT responsible for any additional costs or fees imposed by the airlines. It is the responsibility of the passenger to check for last minute airline flight time changes within 24 hours of departure. Encore Journeys LLC is not responsible for changes that may occur within 24 hours of original flight departure time.

RE-CONFIRM YOUR FLIGHTS AND SEAT ASSIGNMENTS: Encore Journeys LLC advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure using the "Record Locator" or "Confirmation Number" or "PNR" (found in your Encore Journeys LLC documents.) Please note that some fares will not allow you to select seat assignments until 24 hours prior to your flight time. Some fares will have a seat selected for you during the counter check-in when you arrive at the airport. This is very common for international flights. You may always review your flight plans and choose to "pay to select" your seats. **THIS IS NOT INCLUDED AS PART OF AN ALL-INCLUSIVE PACKAGE!** Your Encore Journeys LLC Travel Specialist can assist with making these "pay for seat" selections.

AIRPORT CHECK IN: Please check in with your airline at the airport no later than two (2) hours prior to scheduled flight departure time for domestic travel; three (3) hours for international travel. Failure to do so can result in the airline cancelling your reserved space on the flight and giving it to another stand-by passenger. You may want to arrive at the airport even earlier during peak times, holiday or increased seasonal travel.

HOTEL & RESORT CHECK IN: Check-in time at most hotels and resorts is 3:00pm (local time). If you arrive prior to 3:00pm your room may not be ready. With our relationships, some hotels and resorts will honor an early check-in; however, this is NOT guaranteed. It is based on room availability and other hotel and resort policies beyond our control. The hotel or resort can store your luggage in a secure location on property so you may start enjoying your vacation without delay.

USE OF ENCORE JOURNEY'S TRAVEL APP: As a client, you may gain access to our exclusive travel app with your travel itinerary, destination information, and more. This travel app is for use at your own discretion. Information entered may not update if the app is not connected to an internet connection. When traveling in foreign countries, there may be an additional fee from the local internet provider for use of their internet connection.

DRESS CODE & CULTURAL DIFFERENCES: Please be advised that some restaurants may require long pants, collared shirts and ties for men and cocktail attire for women. Additionally, some tours require closed-toe shoes or safety apparatus, which will be disclosed by the tour operator and forwarded to you prior to travel.

When traveling internationally, there are also some cultural regions that may require a change in your wardrobe or customs; for example, women to wear coverings over their hair, face, arms, chest in the Middle East or not wearing camouflage in the Caribbean. This can extend to events. Please be prepared and respect the cultural differences and traditions while traveling in other countries. The best thing to do is pack accordingly. When in doubt ask. Your Encore Journeys LLC Travel Specialist will prepare you with a destination guide that will have further information on this topic. If you have any questions, please do not hesitate to contact our office. Lastly, as each country comes with its own cultural, political, and religious beliefs, so come the rules and unrest. Please be prepared by viewing the US State Department website as they make the recommendations or alerts because of these reasons. This website will prepare you for traveling internationally:

<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>

ARBITRATION: If a dispute arises out of or relates to this agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the

World Travel Dispute Center under the applicable guidelines as established by International Forum of Travel and Tourism (IFTTA) before resorting to arbitration, litigation, or some other dispute resolution procedure. If mediation is not successful, the parties will settle by binding arbitration administered by the World Travel Dispute Center under the applicable guidelines as established by IFTTA.

LAW: All parties hereby consent to the jurisdiction of all state and federal courts sitting in Oakland County, State of Michigan and agree that venue for any such action shall lie exclusively in such courts without regard to choice of law principles, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

SEVERABILITY: In the event any provisions or covenants (or any portion thereof) of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions thereof.

AGREEMENT: This Agreement sets forth the entire agreement and understanding between Encore Journeys LLC and client. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement will be effective unless in writing signed by a representative of Encore Journeys LLC. Any subsequent modifications or changes will not affect the validity or scope of this Agreement.

In working with us, you verify that all information contained in the travel/event confirmation you received is 100% accurate and that not giving accurate information can alter the results of your travel quote and can cause change support fees of up to \$400 per person in your travel arrangements.

You further acknowledge that you have been informed of all cancellation and refund policies by Encore Journeys LLC and agree to all terms and conditions Encore Journeys LLC and the supplier(s) in which they use to create and confirm your travel reservations.

You certify that you are the cardholder and authorize Encore Journeys LLC (*an independent agent of Oasis Travel Network*) or the chosen supplier(s) to charge my credit card submitted for the amount given during your quote, which maybe all one charge or separate charges as listed in your invoice. You understand that you may not see a charge from the travel agency on your credit card statement; the charge may come from the supplier(s) directly. When submitting and signing for your credit card purchase, you promise to pay such AMOUNT (together with any other charges due thereon) subject to and in accordance with the agreement governing the use of such card. Payment in full to be made when billed or in extended payments in

accordance with standard policy of credit card issuing company. You certify that you are an authorized user of this credit card and waive your right to dispute these charges.

Any charges will be manually applied by the agency to your reservation. If there are any issues, an Encore Journeys LLC Travel Specialist will contact you directly. Payment may take 3-5 business days to fully process and be reflected on your statement. You, further understand, that should you chose to cancel these reservations for any reason, that you will still be charged by Encore Journeys LLC for their Professional Planning Package as outlined in the terms & conditions above.

You also acknowledge that Encore Journeys LLC acts only as a booking agent, and other participating organizations act solely as other agents in arranging transportation, hotel accommodations and other services. Encore Journeys LLC does not assume, and in fact, all Travel Specialists and the company expressly disclaim any liability for injury, damage, loss, accident or delay due to any act, negligence or default of tour guide, or any company or person engaged in transporting the passengers, or rendering any services, or carrying out the arrangements or any tour, or their agents, servants and employees.

You hereby release Encore Journeys LLC from all claims arising out of any problems covered in this paragraph and understand that Encore Journeys LLC has no special knowledge regarding the financial condition of the airlines, hotels, tour, transportation, and other service companies used to prepare your travel arrangements, nor unsafe conditions, frustration of purpose, potential acts of God, riots, states of emergency, pandemics, health hazards such as viruses, weather hazards, or climate extremes at the location(s) to which you may travel. The traveler shall assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or entry requirements and all conditions regarding health, safety, pandemics, security, political stability and labor or civil unrest at the destination(s) to which they are traveling. You may review this information by contacting:

- 1) The Travel Advisory Section of the U.S. State Department at (202) 647-5225 or <https://www.travel.state.gov/traveladvisories>
- 2) For medical information, you may contact the Centers for Disease Control (CDC) at (800) 232-4636 or www.cdc.gov/travel
- 3) For Passport & VISA information, you may contact the <https://www.travel.state.gov/passport> or <http://www.travel.state.gov/visas>
- 4) For additional information: <https://www.encorejourneys.net/resources>