

Terms and Conditions

Below please find the standard terms and conditions for individual participants traveling on Traveling Native, LLC's tours as of February 15, 2017.

Making any payments (cash, credit card or otherwise) towards any tour constitutes your unconditional acceptance of all terms and conditions stated in this tour brochure. Traveling Native, LLC shall be referred to as "TN" within this document.

DOCUMENTS: US citizens require a valid passport for international travel. Other nationalities please inquire with the appropriate embassies. Passports must be valid for six months beyond the tour's return date. Additional details regarding acceptable identification for travel can be found at <http://www.tsa.gov/traveler-information/acceptable-ids>.

RISKS/SAFETY: Travel to certain destinations may involve greater risk than others. TN urges customers to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://state.gov>, <http://tsa.gov>, <http://dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov>. The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living, in a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>.

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, TN DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CUSTOMER'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CUSTOMER'S OWN RISK.

TRAVEL PROTECTION:

TN strongly encourages all travelers to purchase travel protection, to help protect its participants from unexpected circumstances. TN can suggest an independent agent for Travel Protection, if requested by the client.

CHANGES IN INVOICING: Please note that after initial invoicing, any requests for change in form of payment (cash discount vs. standard base or vice versa) are subject to a non-refundable \$50.00 per person per change processing fee.

INDIVIDUAL CANCELLATION FEES & REFUNDS: All cancellations must be received by TN in writing via certified mail, facsimile, or e-mail. TN will process your refund, minus a cancellation fee according to the following schedule:

- 1)\$150 if cancelled at least 150 days prior to the tour's departure date;
- 2)\$300 if cancelled 149 to 90 days prior to the tour's departure date;
- 3)\$400 plus any non-refundable amounts paid to and/or penalties assessed by hotels, or other suppliers of travel services (up to the total cost of the tour) if cancelled 89 to 8 days prior to the tour's departure date.
- 4) NO REFUNDS for cancellations made 7 days or less prior to the tour's departure date.

The above cancellation fees and/or penalties will also apply if you register for an optional extension and you decide to cancel or change any of these. TN strongly recommends travel insurance.

TOUR OPERATION & CANCELLATION: While no changes are anticipated, TN expressly reserves the right to cancel all or any part of the tour or to make any changes to the itinerary, for any reason or whenever it deems it necessary for the comfort, convenience or safety of the tour participants. In the event of any alteration to the itinerary, every effort will be made to substitute the altered activity or accommodations with a comparable replacement. If a tour is cancelled in its entirety by TN, full refunds shall be issued within two weeks of such cancellation. This will constitute, in full TN's obligation to you and TN bears no further responsibility beyond the full refund. TN shall not be held liable and hereby expressly disclaims liability for any loss, expense, damage or inconvenience caused as a result of any tour cancellation or changes made to the itinerary. Furthermore, TN is not responsible for any additional costs or fees relating to the issuance and/or cancellation of air tickets or other travel arrangements not made through TN.

CANCELLATION BEYOND TN'S CONTROL: TN expressly disclaims any responsibility for any losses or expenses incurred due to cancellation or alteration of the tour resulting from, but not limited to: cancellations due to travel advisories or warnings issued by the State Department or any other relevant authority, acts of war, terrorism, acts of God, natural disasters or any other circumstance beyond TN's control. In such case, TN will assist you in requesting refunds for all services prepaid but not rendered, less a non-refundable \$200 per person administrative fee. TN shall not be held responsible for any non-recoverable amounts disbursed to carriers or other service providers on your behalf.

LEGAL NOTE: The statements herein and the contract between your participants and TN are made and entered into in San Bernardino County, CA. It is hereby agreed and stipulated that any controversy or claim arising out of or relations in any way to these Terms and Conditions, to the brochure, or any other information relating in any way to the trip, or to the trip itself, which cannot be amicably settled, must be litigated either in a state court in and for San Bernardino County, CA, or in the U.S. District Court for the Central District of CA and shall be governed by the laws of the State of California.

SEVERABILITY: Should any provision of this Agreement in whole or in part be or become invalid, impracticable or unenforceable, the validity of the other provisions shall not be affected thereby. In such a case, the invalid, impracticable or unenforceable provision shall be deemed to be replaced by a provision which, to the extent admissible according to the applicable laws, comes closest to the purpose of the invalid, impracticable or unenforceable provision.

CALIFORNIA STATE REQUIRED DISCLOSURE STATEMENTS:

A. **California Seller of Travel Program:** Traveling Native, LLC is a registered Seller of Travel in the State of California: CST#: 2129264-50. "Registration as a Seller of Travel does not constitute approval by the State of California." Section 17550.24(f).

B. Traveling Native, LLC subscribes to the California Travel Consumer Restitution Fund. This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. It does not cover non-California residents, and even in the case of California residents, does not cover any foreign travel where the foreign "providers of transportation of travel services" are not in compliance with the seller of travel law (compliance being defined as: a seller of travel in California and a participant in the Travel Consumer Restitution Fund). Eligible passengers may file

HEALTH: Most foreign countries do not conform to the U.S.A. Disabilities Act standard. TN cannot provide individual assistance to tour members for walking, dining, getting on and off motor coaches or other transportation vehicles. Participants who need such assistance must be accompanied by a qualified companion at all times and at their own expense. Furthermore, while TN cannot accept responsibility for providing access to all facilities included in a tour, TN will make every effort to assist in providing mobility aides to the extent feasible and with applicable costs borne by the participant. TN assumes no responsibility for the participant's inability to fully participate in the tour, nor can TN provide any refund for non-participation in any part of the tour.

AIR TRANSPORTATION: TN travel programs do not include air travel. You are responsible for your own air travel arrangements.

BAGGAGE: Baggage is at risk at all times. We strongly suggest that you bring only one piece of checked luggage and one carry-on. Porterage is included at hotels only for one piece of luggage; the passenger is responsible at all times for carrying carry-on luggage. No porterage at airports. You are responsible for baggage fees for extra or overweight baggage.

ACCOMMODATIONS AND MEALS: Based on double/twin accommodations with private bathroom facilities (limited number of single rooms available). No reduction for triple rooms. Triple room consists of twin/double room plus a rollaway bed, and confirmation is based on availability. If no roommate is available for you or your roommate cancels prior to departure, a single supplement surcharge will apply. Meals are menu of the day as shown in the itinerary (B=Breakfast, L=Lunch, D=Dinner).

SIGHTSEEING: By private motorcoach with English-speaking guide/escort. Entrance fees included per final itinerary.

PRICES: If group does not reach group size quoted in brochure, the price or programming will be adjusted accordingly. Pricing is based on exchange rates, fares applicable at the time of quotation and on minimum number of paying passengers stated in the brochure, and is therefore subject to change. Fuel surcharges subject to increase up to 30 days prior to departure.

NOT INCLUDED: Passports and visas, air travel, meals not mentioned, beverages with meals, extras beyond standard menu, excess baggage, telephone calls, fuel surcharges, laundry or any other items not explicitly stated as included.

LIABILITY DISCLAIMER: Traveling Native, LLC ("TN") hereby expressly disclaims any and all liability for any personal injury, property damage, loss of baggage, accident, delay or irregularity, any claim for special or consequential damages or any other loss which may be occasioned by the acts and/or omissions, whether negligent, wrongful or intentional of any hotel/motel or other lodging operator, railroad operator, bus operator, public transportation, sea carrier, local sightseeing company, tour operator, tour leader, any employees thereof, or for any other entity or individual not under the direct supervision and control of TN when engaged in conveying the passenger or in carrying out the arrangements of the tour, or otherwise in connection therewith. TN further disclaims any liability for any damages, losses or expenses incurred, or inconvenience caused, due to delay or changes in schedules defaults, over booking of hotels or sickness, weather, strikes, quarantines, acts of terrorism, construction, war, force majeure or other such events which are beyond TN's control. TN likewise disclaims any liability for statements, actions or inactions of any intermediary agents such as group administrators, or tour leaders, travel agents or other intermediary involved with the selling, promotion or operation of TN's tours. Furthermore, to the fullest extent permitted by law, TN disclaims any liability for any damages or injuries, or other losses whatsoever, sustained or incurred as a result of negligence of TN.

Group administrators and tour leaders likewise expressly disclaim any liability for the acts and/or omissions of any of the above entities and/or individuals not directly under their supervision or control. Please be advised that the liability of carriers as well as providers of hotel and lodging accommodations is limited by law and you may thus wish to consider purchasing insurance to protect yourself against any losses or injuries suffered as a result of their acts and/or omissions. In no event shall TN's liability exceed the amounts paid by you for participation in the tour, and subject to the provisions and cancellation fees as set forth in this Brochure. In the event that the tour leader named in the brochure or itinerary does not travel with the group and a substitute is not named therein, TN reserves the right to make substitutions of its choosing for such person(s). TN is not responsible for any misquotes contained in this brochure or other accompanying documentations, and the contents therein may be changed at any time without notice and at TN's sole discretion.

POLICY AGAINST DISCRIMINATION: TN does not discriminate on the basis of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, sexual orientation or status as a Vietnam or other veterans in the provision of its tour services.

PHOTOGRAPHY: The photos shown in the brochure are intended only as samples of the sites visited by certain tours and unless specifically mentioned in this brochure's itinerary, no implication is made that these sites will be visited or seen on this tour. TN reserves the right to take photographs during the operation of any tour and to use such photographs for promotional purposes. Any participant who prefers their image not be used is asked to notify TN in writing prior to departure. A claim with TCRF if the passenger is owed a refund of more than \$50. for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRF's website at: www.tcrfinfo.org. Non-residents of California are not eligible to make claims to this fund.

C. The California Seller of Travel law requires sellers of travel to have a trust account or bond. Traveling Native, LLC maintains a bond issued by Hudson Insurance Company in the amount of Five Thousand Dollars (\$5,000.00).

D. **Additional Cancellation Terms:** Upon cancellation of the transportation or travel services, where the passenger is not at fault and has not cancelled in violation of any terms and conditions hereinabove, which are clearly and conspicuously disclosed, all sums paid to the seller of travel for service not provided will be promptly paid to the passenger, unless the passenger advises the seller of travel in writing, after cancellation. This provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesale or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the passenger with a written statement accompanied by bank records establishing the disbursement of payment, and if disbursed to a wholesale seller of travel, proof of current registration or that wholesaler.

REGISTRATION AND DEPOSITS: A 35% deposit per person is required upon registration along with a signed copy of the registration form. Registrations cannot be taken by telephone. Registrations are processed in the order received by TN. Balance of payment is due 60 days prior to departure. Late payment is subject to a non-refundable \$35 late fee. Late registrations (fewer than 60 days) must be accompanied by full payment by cashiers check only plus a non-refundable \$35 late fee and are subject to availability. TN reserves the right to cancel reservations that are not paid in full 75 days prior to departure and to charge cancellation fees/penalties indicated below. A \$35 fee will be charged on all checks returned by our bank.

TRAVELING NATIVE, LLC

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