

## **Your Agreement with Okemos Travel Planners LLC DBA Classic Travel**

Before we make or finalize arrangements for your trip, we require that you click “I Agree” on our website. Your click will signify your agreement with the following terms and conditions:

1. Travel Documents: You agree to review your itinerary and other travel documents for accuracy and to inform us promptly of any issues. The names on your documents must match your government-issued ID.
2. Agent for Suppliers: Okemos Travel Planners LLC DBA Classic Travel acts as a sales agent for any airline, hotel, car-rental company, tour operator, cruise line, or other service provider named in your itinerary or confirmation (“Suppliers”). We are not responsible for the acts or omissions of the Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. We have no special knowledge regarding the financial condition of the Suppliers and no liability for recommending a trip credit in lieu of a refund.
3. Risks of Travel and Release: We assume no responsibility for and shall not be liable for the acts or omissions on the part of any other party not under our control or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illness, weather hazards, or the suitability for a disabled person of any portion of any trip. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the State Department travel website at [www.travel.state.gov](http://www.travel.state.gov), click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at [www.cdc.gov/travel](http://www.cdc.gov/travel), then click on “Destinations” and scroll to the name of the destination country. It is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19. YOU HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US, AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.
4. Foreign Entry Rules: You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. Many countries require your passport to be valid for six months or more after your date of entry. Some

countries will not admit persons convicted of a crime. Some countries require both parents' consent for minors to travel.

5. Fees and Price Drops: All of our fees are non-refundable. If a Supplier drops the price of a trip after booking, we will try to assist you with rebooking if the Supplier allows it, and a fee may apply. We do not guarantee any refunds or successful rebooking.
6. Price Increases: Travel arrangements involving airline and cruise components are subject to Suppliers' supplemental price increases that may be imposed by the supplier and/or government, even after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms.
7. Insurance: For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. Please note that most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to Covid-19 or any other claim under the policy.
8. Credit Card Merchant: We also strongly recommend that you use a credit card for your purchase, so that you can exercise your rights under the Fair Credit Billing Act if you do not receive the services you purchased. However, if we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Suppliers. If the Suppliers do not provide the services, your only recourse would be against the Suppliers, and you agree not to initiate a chargeback against us. If the Supplier requires us to indemnify it against your chargebacks, you agree to indemnify us, including our costs of collection and attorney's fees, and you hereby assign to us all proceeds from the exercise of your chargeback rights as security for this indemnification. You further agree and ratify that any use of your credit card by Classic Travel for the services subject to your exercise of rights of chargeback were authorized by you and signed for by Classic Travel as your authorized agent in fact.
9. Claims Deadline and Exclusive Jurisdiction: You agree to present any claims against us within 30 days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You agree that the courts in Ingham, Michigan will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.

Additional Terms:

- A) I have requested that Okemos Travel Planners LLC DBA Classic Travel ("Agency") make one or more travel bookings on my behalf. As the worldwide COVID-19 coronavirus pandemic remains ongoing at this time, I acknowledge that for this reason, and other

reasons not reasonably foreseeable at this time, these travel plans may be interrupted or cancelled by the supplier that is providing them, a government entity or other third party over which Agency has no control. I further acknowledge that the supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern my rights and remedies, including my right to receive a refund, in such an event. Moreover, I understand that should I elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. By proceeding with my booking, I hereby agree to hold Agency harmless and release it from any and all liability for any damages, including but not limited to monetary losses, I may incur as a result of such interruption or cancellation of these travel plans.

- B) All flight times, carriers, equipment, and itineraries are subject to change with or without notice. If agency is made aware of a change by airline or tour operator, it will make reasonable effort to contact customer as soon as possible. It is passenger responsibility to contact airline and reconfirm flight times 24 hours prior to travel and on day of departure.
- C) In the event of a flight delay, missed connection or cancellation, it may not be possible for the airline to provide meals and/or accommodations. Agency is not responsible for lost wages, missed holiday time or any other additional charges incurred as a result of changes in itineraries.
- D) Clients may contact the agency to inquire on baggage fees, baggage allowances & weight restrictions. Lost or damaged baggage is the responsibility of the airline. Travel insurance can help protect you in the event of a lost or damaged baggage situation. Agency is not responsible for any baggage fees or lost/damaged bags.
- E) If customer chooses to purchase their own air arrangements, we must be advised of the flight numbers, flight arrival and departure times, and dates of travel, in order to arrange and provide your transfers from destination airport to hotel. Transfers are only included where indicated. We must receive this information at least 14 days prior to departure. Additionally, our transfers only cover specific destination airports and agency may be required to charge additional fee if an alternate destination airport is selected. Failure to provide air information will result in a forfeiture of transfers and no refund will be given.
- F) Agency cannot guarantee any requests or special arrangements. Adjoining rooms, special bed configurations, special room configurations, or nonsmoking room are examples of requests that cannot be guaranteed. Agency relies on room descriptions provided by vendors and is not responsible for any misrepresentation of a specific room category. Agency will do everything it can to accommodate requests but they are not guaranteed.

- G) Handicap accessibility varies widely between hotels in international destinations; although listed as handicap accessible it may not be ADA (Americans with Disabilities Act) compliant. Handicap accessible rooms are on a request-only basis, based on availability.
- H) In order to rent a car, client must have a valid driver's license held for at least one year and be at least 25 years old. Some countries or rental companies have further restrictions. Charges not included at the time of rental car booking include: Collision Damage Waiver, Personal Accident Insurance, Theft Protection Coverage, fuel, applicable taxes for optional services, local taxes, airport service charges, additional driver charges, and drop-off charges. Agency strongly recommends that all travelers ensure they have insurance coverage for their rental car through their auto policy or by purchasing an additional insurance policy through rental car company.
- I) I have verified that my health insurance is appropriate for my travels.
- J) I have followed all guidelines and I am aware of all DOS requirements for passports. I have a valid passport for travel, if necessary, and have complied with any applicable visa requirements. I am releasing Agency from any liability of any issues involving passport or visas while I am traveling (including loss, theft or expiration of my passport or visa.) Agency recommends 6 months of validity on passport for international travel.
- K) I agree to be on my best behavior while traveling and acknowledge that Agency is not responsible for any consequences of my behavior. I agree to indemnify and hold Agency harmless from any and all losses, damages, injuries (to person or property), fees and expenses (including attorneys' fees and expenses) incurred as a result of my actions or omissions while traveling.
- L) I hereby release, waive, discharge and covenant not to sue Agency from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, while on travel. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death that may be sustained by me, or any loss or damage to property owned by me, as a result of my travels. I further hereby agree to indemnify and save and hold harmless Agency from any loss, liability, damage or costs they may incur during my travels. It is my express intent that this release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releases.
- M) I know conditions in my destination(s) may change rapidly and will stay informed of current events on a frequent, at least daily, basis by obtaining updated security and health information from, and registering with, the nearest U.S. Embassy or Consulate

General (see Travel Warning for contacts), and from the DOS, CDC and WHO websites. I will also enroll in the warden system with the U.S. Consulate(s) nearest my destination(s). If I am not a U.S. citizen, I will register with my home country's Embassy or Consulate and get updated information from the U.S. and my home country's Embassies or Consulates, and the DOS, CDC and WHO websites.

- N) I understand that weather, natural disasters, mechanical problems and other unplanned events may impact my travel plans. Agency will do its best to minimize the impact of these delays on your travel plans. Agency is not responsible for any refunds or additional costs incurred due to these events.
- O) Any deposits from you are non-refundable. Payment of a deposit enables us to hold a reservation for you and, generally, does guarantee the price, unless changes are made to the reservation after the deposit is applied, subject to any terms and conditions of the supplier. We will advise you of the date that full payment is required. Upon your provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding suppliers.
- P) Please note that all reservation changes are subject to availability and the terms and conditions of the product purchased. Changes to name details are not allowed by many airlines and other suppliers. While Agency will endeavor make such a change if necessary, please bear in mind that most airlines and suppliers treat a name change as a cancellation, to which standard conditions and charges would apply. Flights must be taken in the sequence they appear on your ticket or e-ticket confirmation. If you do not check in on time for a confirmed reservation, the airline may register you as a 'no-show', which could result in extra charges and/or your whole flight itinerary being cancelled and/or render your ticket void.
- Q) If you cancel your arrangements, you may be entitled to a partial refund. In addition to the cancellation terms and conditions of your supplier(s), our standard fees will apply as may be outlined on your receipt or booking confirmation. Agency needs to receive from you your original voucher before any applicable refund can be considered. If you decide to cancel arrangements before the balance due date, any deposits paid are non-refundable.

Refunds will only be paid to you once we have received the funds back from the Supplier(s). Generally, flight tickets cannot be refunded if they are partially used. Agency is not responsible for a supplier's failure to pay a refund or any act or omission of a supplier in connection with your travel. If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

- R) Media Release: I grant permission to Agency and its agents, employees, and affiliated companies, the irrevocable and unrestricted right to reproduce the photographs and/or

video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release agency and its legal representatives for all claims and liability relating to said images or video. Furthermore, I grant permission to use my statements that were given during an interview, with or without my name, for the purpose of advertising and publicity without restriction. I waive my right to any compensation.

- S) Marketing Permission: I grant permission to Agency and its agents, employees, and affiliated companies, the irrevocable and unrestricted right to opt me in for marketing emails and mailers. Client reserves the right to opt out of marketing at any point.
- T) Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information review the information found at TSA's prohibited items webpage at <http://www.tsa.gov/traveler-information/prohibited-items>. It is your responsibility to check and comply with all baggage requirements of any supplier. Agency assumes no responsibility for refusal of baggage, additional baggage fees or any lost baggage or baggage claims.
- U) Warranties, Disclaimers and Limitation of Liability. The use of the term agency in this paragraph means travel agency, and, each of its officers, directors, owners, employees and independent contractors. The information, software, products, and services provided by agency or its suppliers or published on agency's website may include inaccuracies or errors, including pricing errors. In addition, prices included on agency's website are subject to change and availability. Agency does not guarantee the accuracy of, and disclaims all liability for any errors or other inaccuracies relating to such information that appears on agency's website. Agency expressly reserves the right to correct any pricing errors on its website and/or on pending reservations made under an incorrect price. In such event, if available, agency will offer you the opportunity to keep your pending reservation at the correct price or it will cancel your reservation without penalty.
- V) Any ratings for suppliers are intended only as general guidelines, and agency does not guarantee the accuracy of the ratings. We make no guarantees about the availability of specific products and services. Agency makes no representations about the suitability of the information, software, products, and services provided by us or contained on our website for any purpose. The inclusion or offering of any products or services by us does not constitute our endorsement or recommendation of such product or service. All such information, software, products, and services are provided "as is" without warranty of

any kind. Agency disclaims all warranties that our website, its servers or any email sent from us or our suppliers are free of viruses or other harmful components. Agency hereby disclaims all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and noninfringement. Warranty disclaimers may vary from state to state. The carriers, hotels and other suppliers providing travel or other services on this website are independent contractors and not agents or employees of the us. Agency is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. Agency has no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond its control, and has no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

In no event shall agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with its services, your travel or with the delay or inability to access, display or use agency's website whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if agency has been advised of the possibility of such damages. If, despite the limitation above, agency is found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then agency's liability will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to agency in connection with the transaction(s) at issue, or (b) one-hundred dollars (us\$100.00) or the equivalent in local currency. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.

- W) By booking your travel or any services with Agency, you are agreeing to be bound by all of these terms and conditions and any additional terms and conditions of any supplier that are applicable to your booking, travel arrangements or use of any website content. You agree on behalf of yourself and those you represent that you will comply with all such terms and conditions, including the payment of all amounts when due. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, (d) our right to debit your account for any costs Agency incurs as a result of such violation, and (e) and other rights provided by this Agreement or applicable law in favor of Agency.
- X) You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and



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conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.