



## Charter Contract Terms & Conditions

These terms and conditions are attached to and incorporated by reference in the attached quote and together comprise the "Contract."

**Payment Policy:** Motorcoach confirmation will be based on a deposit which will be the greater of 10% or \$100.00 per coach, and availability of coach(es) at time deposit is received. If hotel, meal or attractions are booked, applicable deposits are included in payment schedule and are confirmed with contracted establishment upon receipt of specified deposit. *Spirit Tours* has the right to cancel charter if deposit and all subsequent payments are not received as stipulated. *Spirit Tours* reserves full rights to subcontract all or part of the charter. Full payment is due two (2) weeks prior to departure date or as shown on quote, whichever is earlier. Checks should be in the name of person(s) or entity(ies) who are a party to this contract and are to be made payable to Spirit Tours. A \$55.00 fee will be assessed on all returned checks, regardless of the reason for return. Finance charge of 2% (24% APR) is added to overdue balances.

**Motorcoach Only Cancellation Policy:** In the event of a cancellation request from Customer, Spirit Tours requires notice in writing. **Changing trip dates is considered a cancellation request.** Cancellation notices for **any** reason received more than thirty (30) days from the departure date will result in a charge of the greater of \$50 or 5% of the minimum contracted price. Cancellation notices for **any** reason received between thirty (30) and eight (8) days from the departure date will result in a charge of the greater of \$100 or 10% of minimum contracted price. Cancellation notices for **any** reason received within seven (7) days of the departure date will result in a charge of the greater of \$500 or 50% of the minimum contracted price.

**Tour Package Cancellation Policy:** Individual cancellations are not permitted unless Travel Insurance is purchased by individual travelers. If Travel Insurance is purchased, cancellations are permitted for covered reasons only (see Travel Insurance Schedule of Coverages for details). Claims for refunds must be submitted to Travel Insurance Company for processing. Deposit amounts used to contract hotels, carriers, or other establishments, including entertainment and event tickets, may be nonrefundable, as stipulated by cancellation policies of individual establishments. In cases where individual registration is required by contracted establishments, those registrations may be non-refundable and/or non-transferable. All cancellation charges or liquidation damages assessed by contracted establishments will become the sole responsibility of the Customer even if these assessments have not been specifically enumerated to Customer. Fees for cancellation of tour packages will **begin** at 20% of minimum contracted tour price and will ultimately be assessed according to the specific tour package and the deposit requirements of each contracted third-party.

**Itinerary:** Price includes transportation to and from the destinations as listed on your itinerary. In addition, if hotel, meal, or bookings for other establishments have been contracted, those requests are detailed and the appropriate charges are included in your quote. All prices are subject to change upon receipt of your final itinerary. Any price changes or corrections initiated by contracted establishments will be passed along to the Customer. Any unexpected changes initiated by the Customer, either before or during the charter, will be charged accordingly. *Spirit Tours* reserves full rights to make substitutions in any facilities it has arranged.

**Objectionable Persons:** As a carrier, *Spirit Tours* has the right to refuse transport to any person deemed to be under the influence of alcohol or drugs, or whose conduct is such as to make him or her objectionable to other passengers or to prevent safe operation of the motorcoach. Refunds will not be issued for refusal to transport such persons.

**Damage to Equipment:** Any damage to seats, windows or other equipment or part of the motorcoach that is caused by any member of the Chartering Party, shall be the sole responsibility of the Customer; and the Customer will pay the full cost to the carrier for repairs and/or loss of service, due to such damage.

**Clean Up Fee:** The driver will inspect the coach at stops and at the end of the charter. If the coach is trashed, the driver will notify the customer immediately. The customer is then responsible for cleanup or will be assessed a clean-up fee beginning at \$100.

**No Smoking Policy:** Smoking is strictly prohibited aboard any *Spirit Tours* motorcoach. Frequent comfort stops are made to allow for smoking, stretching, restrooms, etc. When reservations are made for hotels, smoking rooms must be specifically requested. If no preference is indicated, non-smoking rooms will be requested.

**Inclement Weather Policy:** If *Spirit Tours* deems travel by motorcoach to be unsafe as a result of weather conditions, it may cancel or postpone travel – depending upon conditions. If cancellation is initiated by *Spirit Tours*, Customer will be refunded cost of chartered motorcoach ONLY. If cancellation is initiated by Customer but *Spirit Tours* deems travel to be safe, applicable *Motorcoach Only Cancellation Policy* or *Tour Package Cancellation Policy* will prevail. Under no circumstances will *Spirit Tours* be liable for any costs beyond chartered motorcoach resulting from inclement weather. Inclement weather decisions are typically made immediately before travel.

**Liability for Delays:** Carrier will not be liable for missed appointments, late arrivals or other delays or cancellations caused by accidents, road conditions, mechanical breakdowns, inclement weather, erroneous directions, or any other conditions beyond its control. If, in the opinion of the carrier, conditions make it inadvisable to operate charter service, the carrier will not be liable, or held responsible for any resulting damages. Additional costs, such as transportation, meals, and lodging will, in this respect, become the responsibility of the Customer. In no event, will Carrier be liable beyond price of chartered motorcoach for any missed appointments or late arrivals regardless of reason.

**International Travel Requirements (including boarder crossings and cruises):** It is the Customer's sole responsibility to ensure that all passengers possess a valid Passport or travel Visa AT THE TIME OF MOTORCOACH DEPARTURE. Any trip delays or refused admission to foreign country due to citizenship or identification issues is the sole responsibility of the Customer.

**Disclosures and Liability:** *Spirit Tours* is not responsible for any damage, loss, delay, injury, or accident due to any act of default on the part of any company or person engaged in providing transportation, lodging, sightseeing or other services in connection with the charter.

This Contract shall be construed and interpreted according to the laws of the Commonwealth of Virginia, without regard to the conflicts of law rules thereof. Each of Spirit Tours and the Customer, in respect of itself and its properties, agrees to be subject to (and hereby irrevocably submits to) the jurisdiction of the United States federal court sitting in Richmond, Virginia or to the Circuit Court for the County of Hanover, Virginia, in respect of any suit, action or proceeding arising out of or relating to this Contract or the transactions contemplated herein, and irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court. Each of the parties hereto irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.