

WINE KNOWS TRAVEL, INC.
a California corporation

TERMS AND CONDITIONS FOR TRAVEL

The following is a binding agreement (“Agreement”) between Wine Knows Travel, Inc., a California corporation (“Wine Knows”), and the tour participant (“Participant”). Participant agrees that the following terms and conditions apply as part of the consideration for taking this tour.

1. **Smoking.** For the comfort and safety of others this is a non-smoking tour.

2. **Physical Requirements.** Participants must in good physical health and be able to keep up with the pace of the group. The tour often requires climbing two or more flights of stairs, walking distances of up to 3/4 mile (1200 meters) at a moderate gait and negotiating cobble-stone streets and other irregular surfaces including dirt, gravel and/or wet surfaces. Participants will be required to carry their own hand luggage and personal items on day trips. All participants warrant they are in reasonable physical health without physical limitations that would prevent participation in the activities as described or require special accommodations for transportation or lodging from Wine Knows or any third party hired or provided by Wine Knows. Concerns over any aspect of the tour’s physical requirements should be addressed with Wine Knows before placing the trip deposit.

3. **Foreign Laws Apply.** Participants acknowledge that they will be traveling outside the USA and the laws of other countries may vary from county to county and that USA Federal and/or State laws, regulations and standards that apply to such areas as consumer protection, building safety, and accommodation for those with physical challenges or disabilities are not applicable. Participants further acknowledge that it is beyond the ability and control of Wine Knows to provide accommodations and/or transportation that meet USA Federal and/or state Disability, building construction or consumer protection laws, regulations and standards while traveling to or at tour destinations and locations.

4. **Deposit.** A Deposit of \$1,200.00 US is due at the time of booking. A second installment payment of \$1000.00 US is due by May 2, 2018. The final payment is due by February 1, 2019. There will be a \$100.00 US charge for late payments. ***Make all checks payable to Wine Knows Travel, Inc. Trust Account.***

5. **Refund/Canellation Policy.** A non refundable fee of \$250.00 US, applies for all cancellations. Cancellations received prior to October 1, 2017 will be fully refunded less the cancellation fee. A 75% refund of the remaining funds will be made to those who cancel between October 2, 2017 and February 1, 2018. A 55 % refund of the remaining funds will be made to those who cancel between February 2 and August 1, 2018. A 25% refund of the remaining funds, if any, will be made to those who cancel between August 2, 2018 and February

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1, 2019. There are *no refunds for cancellations after February 1, 2019.* Trip cancellation insurance is ***strongly recommended*** and can be purchased for a nominal premium. Cancellation date is determined by the date notice of cancellation is received by Wine Knows Travel Inc. at the place of notice below.

Upon cancellation of the transportation of travel services, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the passenger, all sums paid to the seller of travel for services 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 seller of travel or a carrier, without obtaining a refund, and where the wholesaler 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 the payment, and if disbursed to a wholesale seller of travel, proof of current registration of the wholesaler.

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. Eligible passengers may file 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 of such money was not refunded to you when required. The maximum amount which may be paid by 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 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. For further information visit TCRC's website at www.tcrinfo.org.

California law requires that certain sellers of travel to have a trust account or bond. This business has a trust account.

If you are a passenger who is purchasing the trip from outside of California, note that this transaction is not covered by the Restitution Fund.

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6. **Package Tour/Itinerary changes.** Participant acknowledges that the tour is sold as a package hence there can be no refunds for accommodations, meals, transportation, services or activities that are not utilized. There maybe changes in itinerary due to unforeseen circumstances. However Wine Knows will make its best effort to ensure that any substitution will be of like quality.

7. **Currency Fluctuations.** All prices listed are based upon currency valuations at the rate of exchange existing on July 10, 2017. Prices will be adjusted in the event of a material change in the currency exchange rates as determined by Wine Knows in its sole discretion.

8. **Release of Liability/Waiver.** Participant expressly agrees that Wine Knows Travel, Inc., and its officers, directors, employees and agents are hereby released from liability for any loss, damage, injury or expense arising out of any accident to person or loss of or to personal property (theft or otherwise), due to the negligent act or omission by Wine Knows, its officers, directors, employees and agents or any third party hired, retained or referred by Wine Knows.

9. **General Provisions.**

(a) **Entire Agreement/Other Representations:** This Agreement, the Brochure and any attached Addendums constitute the final, complete and exclusive statement of the terms under which the tour is provided and supersedes all prior and contemporaneous understandings. Participant acknowledges there is no reliance on any representation or warranty outside those expressly set forth in this Agreement, attached amendments and the brochure.

(b) **Severability:** If a court or arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

(c) **Full Understanding:** Participant acknowledges that this Agreement, and any amendment thereto and the Brochure describing the tour sets forth the full and complete understanding. Any other agreement, written or oral, is without force and effect.

(d) **Choice of Laws/Venue:** This Agreement shall be interpreted and construed in accordance with the laws of the State of California, as may apply and any action, arbitration or mediation brought in equity or law to recover damages or enforce its terms shall be brought in the Superior Court of the State of California, County of Alameda or the United States District Court for the Northern District of California.

(e) **Arbitration:** Any dispute including the enforcement or interpretation of this Agreement, except for injunctive relief as set forth in Section 9 (f) below, including an action at law for damages, shall be submitted to binding arbitration under the laws of the State of California pursuant to C.C.P. §§ 1280-1294.2. **NOTICE TO PARTIES: BY SIGNING THIS**

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AGREEMENT YOU ARE AGREEING TO HAVE ANY ISSUE REGARDING THE ENFORCEABILITY OF THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY TRIAL OR COURT TRIAL EXCEPT FOR MATTERS INVOLVING INJUNCTION.

(f) Injunctive Relief: Because a breach may cause irreparable harm for which money is inadequate compensation, this Agreement may be enforced by injunctive relief including Temporary, Preliminary or Permanent Injunction in a court with jurisdiction as described above in Section 9 (d) without regard to the arbitration clause above.

(g) Attorney's Fees: If either party brings an action or proceeding against the other at law or to enjoin, enforce or declare its rights including the cancellation or recession of this Agreement, prevailing party shall be entitled to reasonable attorney's fees and costs incurred in connection therewith.

(h) Binding Effect: The terms and conditions of this Agreement shall continue to be binding upon both parties thereto, their successors and assigns. No amendment shall be binding unless in writing.

(i) Notice: All notices are to be served to each Party at the address listed below.

Acceptance of Contract:

By forwarding of deposit, the participant certifies that he/she does not have any mental, physical or other conditions that would create a hazard for him/herself or other participants, and accepts all of the terms and conditions in this contract.

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PARTICIPANT

By: _____
June Forkner-Dunn, PhD / CEO
3360 Sagewood Hills Road
Vista, CA 92084

By: _____
Print Name _____

Print Address _____

Phone: 760.842.8812
Email: dunn@wineknowstravel.com

Phone _____
Email _____