



## TERMS AND AGREEMENT

By booking tour experiences through CHAT South Florida, you agree to the following:

### 1. Indemnity from Claims

Each party agrees to indemnify and hold harmless the other from any and all loss, damage, or expense (including attorney's fees) arising from the negligence or willful misconduct of the indemnifying party, its agents and employees in the performance of its duties and responsibilities under this Agreement.

### 2. Severability

If for any reason any provision of this agreement is declared to be unenforceable or invalid, the enforceability and validity of the remaining provisions shall remain unaffected. The provision declared unenforceable or invalid shall be deemed modified as to render it enforceable and valid. If no modification is possible to render it enforceable and valid, then this agreement shall be considered as if such a provision was not included, and the obligations and rights of the parties concerned shall be construed and enforced accordingly.

### 3. Governing Law and Venue

In every respect, this agreement shall be governed by the laws of the State of Florida, without regard to any conflict of principles of law. Venue shall be in South Florida-Dade County.

### 4. Cancellation Policy:

Cancellation 30+ days prior to tour date: Full deposit refund.

Cancellation within 29 days prior to tour date. No deposit refund.

Cancellation within 14 days prior to tour date. No deposit or payment refund.

\*Partial credits may be provided at the sole discretion of CHAT.

\*It is the sole discretion of CHAT to provide any form of refund for cancellations occurring less than 14 days prior to tour date.

\*Tours may be rescheduled at the sole discretion of the Company based on tour availability.

5. Late Arrival: Please note that bus drivers and tour guides are not allowed to wait for guests arriving late. Please make sure you make the appropriate arrangements to arrive at least 15 minutes prior to the tour start time or bus departure time.

6. Group Minimum Guarantee: A minimum guarantee of 12 persons is required.

Additional fees: A 12% service charge plus tax is added to final group tour total costs. A 5% service charge only charged to tax-exempt organizations with proof of Letter of Determination or tax exempt certificate.

7. Weather Conditions: Our tours are conducted rain or shine. Bring an umbrella and dress appropriately for weather conditions. We reserve the right to suspend and reschedule tours at our discretion during inclement weather. If we suspend a tour, you will be reimbursed full group payment less deposit. You are responsible for your own safety.

8. Attire: Please wear comfortable clothing and shoes for our walking tours which occur outdoors.

9. Dietary Restrictions. For our food-related tour experiences, we may be able to accommodate vegetarians with advanced notification or request. We do not accommodate any food allergies. CHAT works with third-party food & beverage providers and is not responsible for food related illness, accidents or deaths that should occur during and post consumption of food or beverage.

10. Transportation. Transportation is provided for private group tours. CHAT uses third-party bus operators and is not responsible for equipment breakdowns during tour. Any tour refunds or credits for tour disruptions solely due to transportation are solely at the discretion of CHAT.

Private coach buses are not required to be ADA-compliant or wheelchair accessible. ADA buses are available upon request and may incur additional fees. Customer should notify CHAT during the initial booking phase if ADA equipment is required.

One pick-up/drop off location per private group is included. Private group tours require a minimum of 12 participants.

THIS AGREEMENT INCLUDES A WAIVER AND RELEASE OF LIABILITY. I/(WE) HAVE READ THE ENTIRE CONTENTS OF THIS DOCUMENT.

By continuing to book and/or take part in CHAT South Florida tours, I/(we) express my/our voluntary agreement to the provisions of this Waiver and Release of Liability.

As the representative for myself or my group booking a CHAT tour with a deposit or full payment, I have read and agree with the terms described.