

State of Texas

Agreement & Terms and Conditions

Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel

Version Date: February 01, 2023

## YOUR AGREEMENT WITH Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel & TERMS AND CONDITIONS

By using our services, you are signifying your agreement with the following terms and conditions on behalf of yourself and all members of your traveling party.

### 1. PLEASE CHECK YOUR DOCUMENTS

Please check your documents when you receive them. 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. Call us if you have any questions.

### 2. AGENT FOR SUPPLIERS

Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel, its agents, and its independent travel advisors (collectively “we” or “us”) act as sales agents 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. You acknowledge that your travel plans may be interrupted or canceled by the Supplier, a government entity, or other third party over which we have no control. You 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 your rights and remedies, including your right to receive a refund. 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

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 destination country's name.

For destination information specific to COVID-19, we recommend visiting [IATA's COVID-tracking site](#) in addition to the State Department site. 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. Ultimately it is your responsibility to understand and abide by all requirements and restrictions when traveling. This may include the following: health affidavit forms; health screenings prior to departure and/or upon arrival; temperature screenings prior to departure and/or upon arrival; travel reason affidavit forms; online travel authorizations; airline safety & health requirements, such as health forms, screenings, face coverings; in-country requirements, such as periodic temperature checks, quarantine, face coverings; visas. Failure to meet the requirements and/or restrictions puts you at risk for fines, quarantine or deportation at your expense.

#### **4. NO LIABILITY FOR ACTS OR OMISSIONS OF VENDORS OR CONTRACTORS; RELEASE OF CLAIMS**

Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel is merely an agent for Clients and does not itself own or operate any entity or business that provides goods or services for any Client trip, including, without limitation, hotels or other lodging facilities, airline, vessel, or other transportation companies, local ground operators, providers or organizers of optional or included excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors that Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel works with as such. You therefore fully and forever release and hold harmless **Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel, owners, officers, governing persons, members, employees, agents (Affiliates), affiliates, representatives, related entities, independent contracts/sales representatives, volunteers, the Nine Ten Ministry, transportation company used at time of event and/or activity, successors and assigns** for and from any negligent or willful act or failure to act of any such person or entity, or of any other third party, and you hereby release and covenant not to sue Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel or its Affiliates for any such actions or omissions by Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel, its Affiliates or any such third parties. Without limitation, Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel is not responsible for any injury, loss, or damage to your person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities or private residences, mechanical or other failure of airplanes (both commercial and private) or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as zip lining, snorkeling or scuba diving, paddle boarding, horseback riding, surfing, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics, pandemics or the threat thereof or for any other cause beyond the reasonable control of Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel. Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel reserves the right to

change hotels, the itinerary, or other features of the trip if Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel believes it will enhance the safety, comfort, or enjoyment of the trip for you, but in each case, if feasible, with Client's prior consent. We are not responsible for lost or damaged luggage or its contents.

## 5. CHECK-IN

Minimum check-in for domestic flights is 1 to 1 ½ hours international flights, 2 to 3 hours. Due to heightened security measures, you are advised to allow extra time before your scheduled departure. Failure to arrive within your airline's specified time could result in denied boarding.

## 6. PROOF OF IDENTITY

All passengers must present accepted photo identification such as a passport or other state or government-issued photo. **IMPORTANT INFORMATION FOR DOMESTIC AIR TRAVELERS:** The Federal Real ID Act mandates stricter security standards for state-issued driver's licenses and other forms of identification and prohibits Federal agencies from accepting for official purposes identification that does not meet these standards. Beginning on May 3, 2023, every air traveler will need to present Real ID-compliant identification to be permitted to board a domestic flight; therefore, those holding a non-compliant driver's license will need to present an acceptable alternate form of identification, such as a valid U.S. passport. To avoid disruption to their travel plans, air travelers are strongly encouraged to consult with the Department of Homeland Security ([www.dhs.gov/real-id](http://www.dhs.gov/real-id)) to determine whether their state-issued identification is Real ID-compliant and, if not, what alternate forms of identification will be accepted at the airport. Please click [here](#) to find the latest information on the required documents.

## 7. PASSPORTS AND VISAS

You must have a passport to travel to another country. International destinations may have additional requirements, such as a visa that you must obtain prior to departure. If you are a non-US citizen, different immigration requirements apply. You are responsible for contacting consulate(s) required. Without proper identification or passport and necessary visas, you will not be permitted to depart. Call us if you need assistance with passports or visas.

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.

## 8. EXCURSION AND PROMOTIONAL FARES

Most discount fares involve certain restrictions. A change in carrier(s) flight(s), time(s) or routing(s) could result in a carrier demanding a full fare. Obtain agency or airline assistance before making changes.

## 9. TIMES, FLIGHTS AND FARES

Times, flights, and fares are based on current tariffs that are subject to change without notice.

#### 10. 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.

#### 11. PRICE DROPS

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.

#### 12. LOWEST FARES

We have endeavored to secure the lowest possible fare, suitable for your travel requirements, based on space available at the time of booking, accessible sources of information, and knowledge of agents involved. However, we cannot guarantee, in view of the deregulation of airline fares, that the fare indicated on the ticket will be the lowest possible fare at departure date. Please contact us before departure if you wish to recheck any newly introduced fare that may correspond with your specific travel requirements.

#### 13. TOUR, CRUISE AND PACKAGE PRICES

Tour, cruise, and package prices are subject to change without notice due to currency fluctuations, tariff changes, or increase in operational costs. In addition, group tours/packages are based on a minimum number of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed on all passengers.

#### 14. RESERVATION RULE VIOLATIONS

You agree not to purchase a ticket or tickets containing flight segments that you will not be using, such as a "point-beyond", "hidden-city", or "back-to-back tickets". You further agree not to purchase a round-trip ticket that you plan to use only for one-way travel. You acknowledge that the airlines generally prohibit all such tickets, and therefore, we do not guarantee that the airline will honor your ticket or tickets. If you do not use one of the flights in your reservation, the airline will cancel your remaining itinerary, and it may confiscate your frequent flyer points. You agree to indemnify us against airline claims for the difference between the full fare of your actual itinerary and the value of the ticket or tickets that you purchased.

#### 15. CREDIT CARD MERCHANT

If we are the merchant on your credit card transaction, bear in mind that our services consist of counseling and facilitating the sale, and paying the Supplier. If a Supplier does not provide the service or ceases operations, your recourse is against the Supplier, not us. You agree not to

initiate a chargeback against us or a refund request that is not authorized by this Agreement and to pay any and all legal fees incurred by us in disputing any such claim for refund.

#### 16. IF YOUR PLANS CHANGE ENROUTE

If your plans change enroute, check with your travel agent or airline carrier for charges, changes, and applicable fees.

#### 17. OVERBOOKING

Airline flights may be overbooked. A person denied boarding on a flight may be entitled to a compensatory payment. The rules for denied boarding compensation are available at all ticket counters.

#### 18. CANCELLATIONS AND REFUNDS

We reserve the right to charge processing fees in the event of refunds, cancellations, and other services. To change or cancel your flight itinerary, you must do so prior to the originally scheduled departure. No value remains after departure. If you are holding guaranteed hotel or car reservations you wish to cancel, you must contact the vendor directly, adhering to their cancellation policy. We are not responsible to pay you for any loss you incur due to your failure to travel or your failure to follow the change or cancel policies of any travel vendor.

#### 19. HOTELS

Hotels are usually confirmed on a guaranteed payment basis. If you cancel or change plans, please notify your hotel(s) within the time period specified by that hotel. Rules may vary by property.

#### 20. WE STRONGLY RECOMMEND TRAVEL INSURANCE

If you 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 of a pandemic, pre-existing medical conditions, and other policy exclusions. Consult the insurance carriers directly for details. Trip insurance or waivers provided by the supplier may not offer insolvency coverage. 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.

#### 21. REFUND IN THE EVENT OF CANCELLATION

We will inform you as soon as reasonably possible if a Supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the Supplier in relation to any alternative arrangements offered by the Supplier, but we will have no further liability to you. If the Supplier is unable to offer agreeable alternative services, we will work to obtain and secure an alternate supplier for your travel. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency or inability to perform.



## 22. SUPPLIER BANKRUPTCIES

If an airline or other Supplier declares bankruptcy, it is not obligated to honor your reservation made before bankruptcy or to refund tickets issued before the bankruptcy. Travel agents are not allowed to refund tickets on airlines which have declared bankruptcy. Money given to a travel agent immediately becomes the property of the airlines, and we are required by laws to comply with airlines' orders.

If an airline declares bankruptcy, it might continue service, limit service, or stop completely. Other airlines might accept passengers under limited circumstances or may refuse to accept any passengers from the defaulted carrier. Meanwhile there are fine travel insurance plans available for passengers to protect themselves in case of airline bankruptcies.

## 24. 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 Harris County, Texas will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.

## 25. LIMITATION OF LIABILITY; NO CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES; MAXIMUM LIABILITY

No Consequential, Indirect, or Punitive Damages. In no event shall Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travell or any of its affiliates be liable under this agreement to the client or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not the customer was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based. maximum liability. in no event shall Sustaita Multi Services LLC DBA Wanderlust Amigas™

Travell (including its affiliates) aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to tynan travel by client pursuant to this agreement.

If remedy fails of essential purpose. the limitation of liability provisions set forth in this section shall apply even if the client's remedies under this agreement fail their essential purpose.

client acknowledges and agrees that the parties entered into this agreement in reliance upon the limitations of liability set forth in this agreement, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail its essential purpose and cause the parties (including the risk that a contract remedy may fail its essential purpose and cause consequential loss), and form an essential basis of the bargain between the parties.

## 26. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement and any amendments may be executed in counterparts that, taken together, shall constitute one original. The Parties agree that this Agreement may be transmitted between them by electronic transmission (e.g., facsimile or email) and intend that electronically-transmitted signatures (including DocuSign) constitute original signatures and that an electronically-transmitted agreement or counterparts containing the signatures (original or electronically-transmitted) of all the Parties is binding upon the Parties.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement & Terms and Conditions Waiver of Liability, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; If under age eighteen (18), a parent or guardian must sign indicating their assumption of legal and financial responsibility for my participation in this program; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

I understand that by purchasing a travel package or placing a deposit, I understand and agree with the Agreement & Terms and Conditions.

#### **CONTACT**

If you have any questions regarding our Agreement & Terms and Conditions, please contact us at:

Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel  
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