

## **TOASTIE POTATO, LLC DBA TOASTIE POTATO TRAVEL ADVENTURE TERMS AND CONDITIONS**

### **1. Scope of Services**

1.1 The Agent agrees to provide comprehensive travel agency services, including, but not limited to, booking airline tickets, hotel reservations, car rentals, tour packages, and offering travel advice and personalized travel planning based on the Client's needs.

1.2 In providing these services, the Agent shall exercise due care and diligence in selecting reputable service providers and arranging suitable travel plans in accordance with the preferences and specifications provided by the Client during initial consultations.

### **2. Responsibilities of the Client**

2.1 The Client shall provide all necessary information required for the Agent to make accurate bookings. This includes passenger names as they appear on government-issued IDs, travel preferences, allergies, and special accommodation requirements.

2.2 The Client is responsible for reviewing all travel itineraries and documents provided by the Agent before travel dates to ensure accuracy, and must promptly notify the Agent of any discrepancies or errors.

2.3 The Client agrees to adhere to the terms and policies of all third-party service providers facilitated by the Agent.

### **3. Payment Terms**

3.1 Fees for the Agent's travel services will be according to what will be stated on the contract or waived as stated on a contract agreed to by client and agent.

3.2 Payment of invoices issued by the Agent is due upon receipt. Late payments will incur a charge of [5%] per month on any outstanding balance.

3.3 The Client is responsible for all additional costs that arise from changes made to the booking at the Client's request after initial arrangements have been confirmed.

### **4. Cancellation and Refunds**

4.1 Cancellations of bookings may result in the forfeiture of payments made, depending on the cancellation policies of the third-party service providers.

4.2 The Agent will assist the Client in obtaining any available refunds or credits, although such refunds or credits cannot be guaranteed.

4.3 Any refunds processed will be subject to a cancellation fee payable to the Agent, which will not exceed [5%] of the refunded amount.

4.4 Special conditions may apply to cancellations due to unforeseen circumstances, such as natural disasters or pandemics, as per provider policies.

## 5. Limitation of Liability

5.1 The Agent will not be liable for any failures, accidents, or dissatisfaction directly related to the services provided by third parties.

5.2 The liability of the Agent under this Agreement shall be limited to the amount of fees received by the Agent, excluding costs paid to third parties.

5.3 The Agent acts solely as an intermediary between the Client and third-party service providers, and any disputes with such providers must be addressed directly with the provider.

## 6. Termination

6.1 Either party may terminate this Agreement by providing 30 days written notice to the other party.

6.2 Upon termination, the Client is liable for any costs already incurred by the Agent in the arrangement of travel services up to the date of notice of termination, including non-refundable services.

## 7. Force Majeure

7.1 Neither party will be considered in breach of this Agreement if their performance is prevented by a Force Majeure event which could include, but is not limited to, acts of God, wars, natural disasters, or unforeseeable disruptions in transportation networks, occurring after the date of this Agreement.

## 8. Governing Law

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of FLORIDA, without regard to its conflict of law provisions.

8.2 Residents of California, Hawaii, and Washington will be referred to our travel agency partners within the KHM Travel Group Network.