

TERMS & CONDITIONS

Please Read Carefully

Reserving or participating in any travel services offered by Spirited Events by Jofa and/or Vacays by Mindy (hereinafter "The Companies", "we", "us") constitutes a contractual agreement between the participant ("you") and The Companies and is an acknowledgement that you have read, understand, and agree to be bound by these Terms & Conditions ("Terms"), which include a Health & Safety and any other applicable waivers (see "Waivers" section) for your trip. You must be at least 18 years of age to make a reservation. In all cases, the person making the reservation represents and warrants that all participants have consented to, accepted, and agreed to be bound by these Terms.

The Companies reserve the right to update or amend these Terms at any time prior to you making a reservation. An up-to-date copy of these Terms is accessible on The Companies' website at www.SpiritedEventsbyJofa.com/ny-terms. The Terms as listed online when completing a reservation are those that control.

Any payment made to The Companies shall be deemed to constitute full acceptance of these Terms and Conditions, including a Health & Safety Waiver.

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Guest Acknowledgement

Immediately after making your reservation, you must complete the Guest Acknowledgement process to register for your trip. Completing Guest Acknowledgement is required to confirm your reservation. Services will not be provided if you do not complete Guest Acknowledgement and you will be subject to cancellation fees.

During Guest Acknowledgement, you will be asked to verify the names on the reservation, provide at least one email address for reservation communications, and acknowledge and accept Terms & Conditions and a Health & Safety waiver for your trip.

Group Reservations

Additional Terms & Conditions apply to Group reservations (being a reservation with 8 or more participants). The Companies provide these Group Reservation Terms & Conditions at the time the Group reservation is made or upon request.

Deposit, Payments, Confirmation & Invoicing

Pricing & Price Guarantee

Prices shown are per person, based on room occupancy of one or two people sharing a room. Prices do not include airfares, except where noted on specific itineraries, and are subject to change without notice.

Pricing for our trip and services are subject to change at any time prior to receipt of full deposit. Once The Companies process any payment for services, the price is guaranteed not to increase unless you amend your reservation* (see Errors & Omissions below).

Deposit to Hold Space

At the time of reservation, a non-transferable, per person, per trip deposit is required. The deposit amount is dependent upon the trip and services booked. See the information below.

Full Payment

Full payment is required by the final payment date. The final payment date is dependent upon the trip and services booked. See section "Deposit Amounts, Final Payment Dates, & Cancellation Fee Schedules" below.

If you do not pay the full invoice by the final payment date, your reservation and all services on the reservation, will be cancelled, and your deposit, airfare and travel protection premiums will

be forfeited.

Travel Protection payments are always non-refundable.

Reservations made after the final payment date require full payment at the time of reservation and will include any late reservation fees.

Ways to Pay

Companies accept payment via check or credit card. Credit card payment(s) will be charged an additional 3.5% service charge to cover credit card processing fees incurred by The Companies.

Confirmation

Your reservation is confirmed when your initial deposit payment is processed. Your invoice, when documented as payment received, is confirmation of services on the reservation.

Accuracy of Invoice Details

You are responsible for providing and verifying full, complete, and accurate information for all participants and services at the time of reservation. Under no circumstances is The Companies liable for any errors or omissions in the information provided by you to complete the reservation. If you do not notify The Companies of any error within 5 days of making the reservation, you are solely responsible for all fees assessed due to incomplete, erroneous or inaccurate details.

Errors & Omissions

*In the event the price listed, quoted, or confirmed is incorrect due to a system error, human error or other error, The Companies reserve the right to correct the price and reinvoice you at the correct price.

Deposit Amounts, Final Payment Dates & Cancellation Fee Schedule

Amounts listed below are per person based on room occupancy. Final payment dates are determined on days prior to the commencement of services. Cancellation fees are calculated based on the days prior to the commencement of services in which notification is received. Cancellation fees include all services on the reservation, except Travel Protection, which is always non-refundable.

Cancellation Schedule

Group agreement(s) may have final payment dates and fees different from the below. The Terms & Conditions of the Group Agreement prevail.

Deposit Amount: \$250.00 per person

Final Payment Due Date: Wednesday, March 20, 2024

Cancellation Fees: (per person)

- From Date of Deposit up to March 20, 2024 – \$150 Penalty
- Cancel March 21 – April 4, 2024, = 25% of Event Fee
- Cancel April 5 – 20, 2024 = 50% of Event Fee
- Cancel April 21 – May 5, 2024, = 100% of Event Fee

Revision Fees

On or Before Final Payment Date

All revisions to a reservation will incur a minimum \$50.00 per person fee. These fees are non-refundable.

After the Final Payment Date

Any change to a participant's name, trip date, or itinerary after the final payment date is treated as a full cancellation and new reservation. All cancellation fees apply in these instances. All other revisions apply the same revision fee as above.

Not Included in Pricing

Unless specifically noted in your trip itinerary, the following is not included in your reservation.

- laundry; telephone; minibar;
- alcohol, beverages, and food outside of the contracted menu as presented at a hotel or restaurant (these extra items will be billed to you before leaving the hotel or restaurant);
- optional excursions;
- portage at hotels;
- Travel Protection;

^ These fees are included in the price of airfare purchased through The Companies

Included in Pricing

The following is included in your reservation:

- Land Itinerary Only
- Ground Transportation from and returning to Buffalo for the 7-day trip.
- 6 Nights in 2 & 3 Star Hotels
- 4 Breakfasts, 2 Meals (Group Dinner at Red Coach Inn, Pizza Dinner in Palmyra)
- Admission fees for: Historic Dunkirk Lighthouse, Iron Island Museum, Niagara Falls Tour, The Winery at Marjim Manor, Erie Mansion, Historic Palmyra Museums
- 6 Private Paranormal Explorations: Historic Dunkirk Lighthouse, Iron Island Museum, Red Coach Inn, The Winery at Marjim Manor, Erie Mansion, and Historic Palmyra Museums

Making Your Own Flight Arrangements

If you make your own flight arrangements, The Companies are not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates. It is best to avoid airline tickets with high change fees.

Participation Eligibility & Reductions

The minimum age to participate in any travel service by The Companies is 18 years of age.

Cancellations & Refunds

Participant Cancellations

You may cancel your reservation by notifying The Companies. Calculation of cancellation amounts includes all services and fees on the invoice based on the number of days prior to departure by which we receive the notification. See the information above.

Cancellations by The Companies

The Companies reserves the right to cancel or reschedule any trip departure for any reason, including insufficient demand, strikes, lockouts, riots, stoppage of labor or Force Majeure Event (see under "Force Majeure").

In the event of a cancellation by The Companies prior to departure for reasons excluding Force Majeure (see section "Force Majeure"), The Companies will try, at their discretion, to rebook the same trip with a different departure date, or a similar trip, but there is no guarantee of availability. The Companies will refund the difference in price if the alternate is lower. You are responsible for additional costs if the alternate is higher. If this rebooking option is not

acceptable to you, The Companies' only responsibility is to refund the amounts paid by you for the reservation.

In the event of a cancellation by The Companies prior to departure or during your trip for conditions under Force Majeure (see section "Force Majeure"), The Companies will provide a future travel/booking credit for the portion of your trip impacted. Future travel/booking credit will be redeemable for travel with The Companies for one year past your original trip start date. If a future travel/booking credit is not acceptable to you, in the majority of Force Majeure situations, you can notify the Companies within 21 days of advisement and The Companies' only responsibility is to refund the amounts paid by you for the portion of your trip impacted. If you do not notify the Companies within 21 days of advisement, a refund is no longer available.

The Companies is not liable or responsible for any arrangements made independently of The Companies. The Companies assumes no responsibility for costs or fees you incur for independent arrangements not booked through The Companies, inclusive of, but not limited to, airline, hotel, excursion, and travel protection related charges.

Refunds

Any request for refunds is subject to these Terms.

Private Touring

Changes made en route at your discretion to tour features, timings, or tour services (e.g. meals, included sightseeing, etc...) are not refundable nor exchangeable for other services.

Unused Services

No refunds will be issued for unused services (late arrivals, temporary absences from your trip or early departures), for unused transportation where group activity tickets are involved, or for voluntary modifications made by you.

Subject to Change Itineraries

The Companies will notify you via email when the final itinerary is available for departures advertised with "subject to itinerary modifications".

Force Majeure

In the event of a Force Majeure Event (as defined below), The Companies shall be excused, discharged, and released from performance to the extent such performance is so limited or prevented, without liability of any kind.

The Companies assumes no liability for any loss, damage, or entry of any nature in whole or in part resulting from an "Act of God" or any other condition outside The Companies' control ("Force Majeure Event"), including without limitation:

- Fire
- Landslides
- Volcanic eruption
- Inclement weather
- Environmental pollution or contamination
- Earthquake
- Low or high water levels
- Flood
- Water or power shortages or failures
- Tropical storms or hurricanes
- Riots or civil commissions or disturbances or any other acts of similar nature
- Sabotage
- Strikes of labor disruptions
- Arrests
- Restraint of rulers or peoples
- Expropriations
- Acts of terrorism
- War
- Insurrection
- Quarantine restrictions
- Government health advisories or warnings or alerts of any kind of nature, including, but not limited to, warnings or regulations due to an epidemic/pandemic
- Government seizures
- Refusal or cancellation or suspension or delay of any government authority or any license, permit, or authorization
- Damages to its facilities or the travel supplier and its facilities
- Or any other unforeseen circumstances or any other factors unforeseen by The Companies that adversely affects or hampers its ability to fulfil any of its contractual conditions.

Special Needs & Participation Requirements

Any special requirements or disabilities must be disclosed to The Companies at time of reservation, or if such requirements arise after the reservation, as soon as such requirements are or reasonably should be known by the participant. If The Companies have not received disclosure of requirements or disabilities that require reasonable accommodations for

accessibility, and/or if your participation poses a threat to the safety or health to self or others, The Companies may be unable to accommodate you for part or all of the Tour or any services provided in connection with the Tour.

Suitability & Accessibility

Certain activities or venues may be limited or inaccessible to you if your mobility is limited in any manner. Many excursions involve extended periods of walking and standing often on uneven pavement or surfaces, and may include staircases, paths, walkways, or locations that are narrow or inaccessible or of limited accessibility by wheelchair.

You are responsible for assessing if the itinerary is suitable for all participants on the reservation. We recommend you contact The Companies prior to making a reservation to determine what reasonable assistance might be available.

The Companies will make reasonable efforts to accommodate special needs but cannot guarantee that it can accommodate in all cases.

No refunds are provided for missed services or activities due to your inability to fully participate with the group, including keeping pace with the group, if conditions requiring assistance are not known to The Companies at the time of reservation or when reasonably known by the participant.

Personal Services

The Companies does not provide personal services or individual assistants to trip participants. Our staff are not required or trained to assist with personal tasks. This includes eating, dressing, toileting, lifting or pushing a wheelchair, walking, getting on or off transportation, or other personal needs. If you need such assistance, we strongly recommend you have a physically-able companion accompany you.

Motorized Scooters and Wheelchairs

Motorized scooters and wheelchairs are not permitted and cannot be accommodated on services provide by The Companies.

Authority to Remove or Refuse Participants

In the sole discretion of The Companies, The Companies may refuse transport to you or may require you to leave the tour if it is reasonably believed that you

- are dangerous to others or to yourself;

- have engaged in, are engaged in, or are threatening to engage in behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of other participants, suppliers (including Service Providers), The Companies representatives, or crew members, including, but not limited to, behavior that is disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, or obscene;
- have failed or refused to follow or are failing or refusing to follow The Companies' rules and procedures or the instructions of The Companies, or its representatives.

In the event you are removed, you may be left at any city without any liability to The Companies or its representatives. The Companies shall not be required to refund any portion of the fare paid by you if you are removed pursuant to this section.

In the event you are removed, The Companies will not be responsible for expenses for lodging, medical care, meals, transportation, or any other expenses incurred by you. We shall be entitled to recover from you any costs or expenses incurred by The Companies, or its representatives in your removal or the exercise or enforcement of this clause.

Information Required for Reservation & Travel

As a condition of reservation, you must provide information requested by The Companies along with your initial payment. The Companies reserves the right to cancel your reservation and all services, and retain all related cancellation fees, if your information is incomplete or inaccurate. Your personal data secured for your reservation is used to process your services with our Service Providers. It may be necessary to transfer these details to other countries or authorities whose data protection and privacy laws are less stringent than those of the United States of America. This may include requirements to pass details to Service Providers as well as certain governments or government-appointed bodies, or agencies in the interest of security or because we are obliged to by law.

By making a reservation with The Companies;

- you consent to The Companies storing, using, and transferring on this data to other third parties (including third parties outside your home country) for the purposes as stated above
- you indemnify and hold harmless The Companies and their affiliates in respect of The Companies for storing, using, and transferring this data as described above.

Information Required

- Full name as per government issued ID with which you will travel
- Address
- Date of birth

- Email address
- Credit card information
- Disabilities
- Medical conditions
- Dietary restrictions you make known to The Companies
- Emergency contact (non-participant)
- On tour contact information (mobile phone or email address)
- If any additional information is required, it will be requested from you with your reservation.

On Trip Experience

Damage & Liability

The Companies have no responsibility for loss or damage to any baggage or personal belongings throughout the trip.

General Touring

When available, special requests are at the venue's discretion. Any additional charge for the request is payable by you directly to the venue at the time of service.

Elevators

Some hotels have elevators, but some may not. If you require an elevator, inquire before making a reservation.

Gratuities

Gratuities are included for investigating locations and group dinners. Not included for meals outside the tour and at hotels.

Holidays, Special Events & Venue Closures

At times, venues are limited or not available due to local holidays, events, or various seasons. The Companies will indicate known closures in the itinerary or advisements, but not all closures are known in advance. The Companies are not liable for venue availability. Companies will offer alternatives when possible.

Itinerary Timings

Itinerary timings are not guaranteed and are subject to change. No refunds are provided for changes to itinerary timings.

Optional Excursions

Optional excursions are not included in your reservation. Optional excursions are provided by independent third-party operators ("Excursion Operators"). Your contract for any optional excursion is between you and the Excursion Operators. Excursion Operators may render services subject to separate and additional terms and conditions, or may require you to execute additional documents, waivers, or releases. It is agreed and understood by you that any assumptions of liability, waivers, or releases that are part of the Excursion Operators' terms & conditions, and any terms that are required by such Excursion Operators will also inure to the benefit of The Companies.

Optional excursions purchased through The Companies are subject to separate terms and conditions which are available during booking.

For operational reasons, not all optional excursions listed in the itinerary, in print, online, or in Travel Documents may be available during your trip. Your Tour Director will advise of availability as applicable.

Photographs & Pictures

Photographs or pictures appearing in the brochure or on the website are solely intended as examples of facilities and attractions. Actual facilities and attractions may vary according to the itinerary. Maps shown are current at the time of publication and may not reflect the actual routing should the itinerary change.

Possession of Drugs

Any carriage or possession of illegal drugs will result in immediate termination of your trip.

You are responsible for knowing and observing the licensing laws for drug possession (including prescription and over the counter drugs) for all countries and states you are visiting. Laws may require you to carry a prescription from your doctor.

Punctuality on Trip

The Companies are not responsible for any losses, including missed sightseeing, meals, inclusions, optional excursions, or having to make alternate transportation or lodging arrangements if you fail to meet the representatives at assigned timings and places/pick-up points while on trip. The Companies will not refund nor cover any cost or expenses incurred or compensate for any missed inclusions or optional excursions claimed, due to your inability to maintain punctuality.

Smoking

Smoking is not allowed on transportation that is exclusively provided on behalf of The Companies. Smoking includes cigarettes, e-cigarettes, cigars, e-cigars, or any other smoking or vaping device. You are responsible to abide by and adhere to Service Provider's terms & conditions, including as they relate to smoking. This includes, but is not limited to, smoking only in designated sections of hotels, restaurants, or other Trip venues.

Smoking and Hotel Rooms

The Companies contract non-smoking rooms. Hotels may impose a 100% non-smoking policy. If you require a smoking room, a request may be submitted, but The Companies cannot guarantee availability.

Wi-Fi on Transportation Provided by The Companies

Wi-Fi, when provided by The Companies, is supplied by an independent third party with separate Terms & Conditions, Privacy Policies and Data Usage agreements.

The Companies is not liable for the speed, reliability, or security of Wi-Fi provided through The Companies. Connectivity is not guaranteed.

Safety & Medical Care

Certain risks and dangers may arise beyond our control, including but not limited to:

- the hazards of traveling in undeveloped areas;
- travel by boat, train, automobile, aircraft, or other means of transportation;
- forces of nature;
- political unrest;
- acts of lawlessness or terrorism;
- accident or illness in remote regions without means of rapid evacuation or availability of medical facilities.

The Companies will have no liability to you regarding the provision of medical care or the adequacy of any care that may be rendered. While The Companies will use its best efforts to ensure that adequate measures are taken, by agreeing to participate in a trip and/or optional excursions, you agree that you will indemnify and hold harmless The Companies regarding the provision of medical care, or the adequacy of any care rendered.

The Companies are not responsible for such risks and dangers that may arise beyond its control. Payment of your trip indicates you accept these risks and dangers and agree to hold The Companies harmless for them.

Illness

The Companies reserves the right to remove or quarantine you if you show signs of illness or pose a threat to the safety and health of other participants. Removal or quarantine for any health, safety, or behavior-related assessment is at the sole discretion of The Companies. Any costs incurred for medical assessments, diagnosis, and/or any other medically-related charges are your responsibility to pay and are due at time of services.

You will be allowed to rejoin the trip with confirmed medical certification from a licensed health practitioner indicating fitness to travel without causing harm or posing a safety or health risk to other guests.

Medical Personnel

No medical personnel travels with your group. Companies cannot guarantee the availability of medical facilities or for the quality of the care or services. Any medical attention you require while traveling with The Companies must be sought through a local medical facility, if/when available, for diagnosis. All related charges are at your expense.

Transportation Safety

You are responsible for wearing your seatbelt when provided. The Companies and its Service Providers are not liable for any injury, loss, damages, fines, claims, or death resulting from any accident or incident if you were not wearing your seatbelt at the time of the accident or incident when the motorcoach was equipped with them.

You are responsible for following the safety instructions provided to you.

Pregnant Guests

The Companies do not have specialized facilities and/or treatments required for childbirth, prenatal, or early infant care. You should consider the risks of traveling where necessary medical care for pregnancy may not be available and may not be reachable in a timely manner to address potential medical complications, problems, and emergencies that can occur during pregnancy.

Weapons

Weapons are not permitted. This includes firearms, knives, mace, brass knuckles, and weapons of any other type

Hotels

Check-in Times

The Companies does not secure early check-in (unless specifically noted in an itinerary). Check-in times vary worldwide and are solely at the discretion of the hotel. At your discretion, you may inquire about early check-in when you arrive and pay the hotel directly for this service.

Hotel Changes

Hotels are not guaranteed. The Companies reserves the right to substitute hotels of similar standards at our discretion. No refunds are provided for hotel changes. Should you wish to cancel your reservation because of a hotel change, full cancellation fees apply.

Hotel Reward Points

Hotel rewards/points cannot be earned or redeemed with hotels used by The Companies.

Room Configuration

The Companies contract standard double occupancy rooms. Assignment of rooms is at the hotel's discretion and not controlled by The Companies.

Singles

Single supplements ensure your own room but not the number of beds in a room. Single rooms are generally smaller in size and may be less conveniently located. In the case where you may be required to share a room with another Tour guest, you will be notified in advance.

Trip Documents

Guest Communications

A full travel packet is available electronically 2-3 weeks prior to departure.

Waivers

Waivers General

During the course of your tour, or excursion, you may encounter the opportunity to participate in additional, optional activities that are provided by independent third-party suppliers. The suppliers of those optional services may render those services subject to separate and additional terms and conditions, or may require you to execute additional documents, waivers, or releases. It is understood that any assumptions of liability, waivers, or releases that are part of the suppliers' terms and conditions or that are required by those independent suppliers will also inure to the benefit of The Companies.

Service Inquiries After Your Trip

The Companies Contact

If you wish to inquire about any services, ensure all correspondence is received within 30 days of the completion of the trip. Submissions should be emailed to:

Jofa@SpiritedEventsbyJofa.com

and

mindy@vacaysbymindy.com

Claims or Complaints

Any complaint or claim involving your trip or the services offered by The Companies or involving the negligence of any suppliers (including Service Providers), sub-contractors, or agents in relation to any service provided to you must be made to the Tour Guide or Tour Coordinator immediately while on trip.

Written notification to The Companies may be submitted and must be received within 30 days of the trip completion, except where such limitations are prohibited by law.

Responsibility

The Companies

Vacays by Mindy, LLC is an independent Company ("The Companies") licensed to market and distribute travel products under the Vacay by Mindy brand names, and arrange for the trip services, including transportation, sightseeing, and accommodations through independent contracts with third-party suppliers. Kauffman Business Resources, LLC is an independent Company ("The Companies") operating as an event facilitator to coordinate events under the d/b/a Spirited Events by Jofa brand name in conjunction with independent contracts with third-party suppliers.

Companies Representation

No person, other than an authorized representative of The Companies by a document in writing, is authorized to vary, add, or waive any Term or Condition on its brochure or website, including any term or condition set forth in the preceding provisions.

A provision of these Terms may not be waived or varied except in writing, signed by the party or parties to be bound.

Liability

The trip participant agrees that neither The Companies nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any supplier (including any Service Provider) providing services, any insurer or insurance administrator under the Travel Protection plan, or any other person.

Right to Accept or Reject

The Companies reserves the right to accept or reject any person as a trip participant; to expel any participant from the trip; to make changes in the itinerary whenever The Companies deem it necessary for the comfort, convenience, or safety of the participants; and to cancel a trip at any time.

You acknowledge and agree that our Service Providers may reserve similar rights regarding their services. You agree to abide by such conditions, and further agree to indemnify and hold us harmless against any exercise of such rights by any Service Provider.

Service Providers

Accommodations, and other suppliers (including but not limited to suppliers of hotels, excursions, and restaurants) providing services (Service Providers) are independent third-party contractors and are not agents, employees, servants, or joint venturers of The Companies or their affiliates.

All certificates and other Trip Documents for services issued by The Companies are subject to the Terms & Conditions specified by any of our Service Providers, which are available upon request, and to the laws of the countries in which the services are supplied.

Service Responsibilities

After departure, if the Services included in the trip cannot be supplied or there are changes in an itinerary for reasons beyond the control of The Companies, depending on the circumstances, The Companies will take reasonable action to arrange for the provision of comparable services. Any resulting additional expense will be the responsibility of trip participants, and any resulting savings will be refunded by The Companies to trip participants.

Disputes

Any dispute between the trip participant and The Companies, directly or indirectly relating to the Terms and/or to the trip undertaken, shall be first submitted to mediation in York, Pennsylvania, before a mediator mutually agreed to by the parties.

Any action arising out of or related to these Terms and Conditions or the travel reserved or undertaken hereunder, shall be brought only in the courts of the Commonwealth of Pennsylvania. All trip participants agree that Pennsylvania shall be the sole and exclusive venue for any such action and hereby consent to the jurisdiction of the Pennsylvania courts for such action.

Any claim against The Companies must be brought within 3 months after the date of the completion of the trip and not later. The parties hereby agree and specify that claims may be brought only in the state or federal courts of Pennsylvania, and the parties specifically consent to jurisdiction and venue in Pennsylvania. Neither the parties nor any affiliate of the Companies shall in any case be liable for damages other than compensatory damages, and the parties hereby waive any right to claim punitive or exemplary damages. The parties further agree that claims may be brought by parties only in their individual capacities and not as plaintiffs or class members in any class action, proposed or purported class action, or other representative action, regardless of the type of proceeding. The parties expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

Pennsylvania law governs this contract and all proceedings arising out of or related to this agreement.