



Upscale Events & Travel Terms & Conditions

1. DEPOSITS AND FINAL PAYMENT:

An initial deposit is required and due at the time of the reservation. After the first deposit is made, you are required to pay the balance in full or make monthly payments. **All deposits are non-refundable and non-transferable.** The final payment due date will be noted on the monthly invoices. It is your responsibility to make sure all payments are paid prior to the final due date.

2. METHODS OF PAYMENT:

Payments can be made by any major Credit Card or ACH Bank Transfer. Electronic payments are made via on-line Invoices that are emailed to the Customer. We also accept cashier's checks and money orders via mail, payable to Upscale Events & Travel.

3. NON-PAYMENT:

In the event the final payment is not received by the final payment due date on the invoice, your reservation will be cancelled. Upscale Events & Travel retains the right to attempt collection through all legal and permissible means. The Customer will be responsible for all court fees, legal fees, and collection costs incurred by Upscale Events & Travel.

4. REFUNDS AND CANCELLATIONS:

In an effort to provide the best-contracted group rates, all vacation packages, trips and resorts are **NON-REFUNDABLE and NON-TRANSFERABLE.**

It is **highly recommended** to purchase Travel Protection / Insurance for any unforeseen events. In the event of cancellation, the Premium Travel Protection Plan will provide a cash refund of any payments that were made, minus the resort room deposit and minus the travel insurance deposit. Other Travel Protection Plans purchased may provide a credit voucher in lieu of a cash refund for any payments made, after the resort room deposit and after the travel insurance deposit.

5. TRAVEL INSURANCE PROTECTION:

Travel insurance protection is strongly recommended against loss of damage and personal effects, trip cancellation, emergency evacuations, illness and medical expenses sustained or incurred in connection with this event, baggage loss and more. If cancellation occurs, there are travel protection plans that offer refunds, minus the travel insurance deposit, based on various conditions, such as trip cancellation, baggage loss, medical expenses and more.

6. PASSPORT:

A valid passport is required to travel outside the United States. The passport needs to be valid 6 months after the scheduled trip. If you are traveling on a cruise, in most cases, a certified birth certificate AND government issued identification will be sufficient, unless the cruise ports outside the United States. The required documentation will be communicated before the cruise or event begins.

7. TRAVEL AGENT:

Upscale Events & Travel is accredited by IATAN, International Airlines Travel Agency Network. Upscale Events & Travel acts on your behalf in making the arrangements for your event, cruise, any related travel, lodging, shore excursions and tours. You acknowledge that Upscale Events & Travel acts solely as your agent, and not as the agent for the Carrier / Supplier. Further, receiving information by Upscale Events & Travel or any other communication shall constitute receipt of such information by you.

8. COVID-19 WAIVER AND RELEASE:

All Customers hereby expressly waive and release any and all claims, now known or hereafter known, against Upscale Events & Travel, on account of injury, illness, disability, death, or property damage arising out of or attributable to the COVID-19 global pandemic. The Customer and Upscale Events & Travel agree not to make or bring any such claim against the other party, and forever release and discharge the other party from liability under such claims.

9. PHOTOGRAPHIC RELEASE:

Upscale Events & Travel may take photographs or video of its trips. Customers grant Upscale Events & Travel permission to do so and for Upscale Events & Travel to use for promotional or commercial use without payment of any compensation to the customer.

10. RELEASE FROM LIABILITY:

Upscale Events & Travel does not own or operate any entity which is to or does provide goods or services for your trip including, ownership or control over hotels or other lodging facilities, airline, cruise ship, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment, food service or entertainment providers, etc. All such persons and entities are independent contractors.

Upscale Events & Travel is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Upscale Events & Travel is not responsible for any injury, loss, or damage to 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, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes 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 swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, 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 or the threat thereof or for any other cause beyond the direct control of Upscale Events & Travel.

In addition, the customer releases Upscale Events & Travel from its own negligence and assumes all risk thereof.

11. INDEMNIFICATION:

You agree to indemnify and hold harmless Upscale Events & Travel from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Upscale Events & Travel that result from the acts or omissions of the Carrier and other Suppliers providing services.

12. NOTICES:

Legal Jurisdiction: You agree that if Upscale Events & Travel is forced to institute suit to enforce these Terms & Conditions, that the address provided by the Customer will be considered the legal address, and the terms shall be applicable under the laws pertaining to the jurisdiction of county/state/province in which this Terms & Conditions is/was negotiated.

13. ATTORNEY'S FEES:

This agreement includes all reasonable attorney fees and other costs in the event of litigation.

14. KNOWING AND VOLUNTARY EXECUTION:

I have carefully read these Terms and Conditions and fully understand its contents. By paying the initial deposit, I agree to these Travel Terms & Conditions, which includes the Release from Liability statement, for me, each member of my traveling party and any minor children accompanying me.

Upscale Events & Travel
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