

## TERMS & CONDITIONS FOR INDEPENDENT/CUSTOMIZED TRAVEL

**THIS AGREEMENT** sets forth the terms under which, Wriston Consulting, Inc. dba Italia Dolce Vita (hereinafter called Italia Dolce Vita), a registered seller of Travel in the State of Florida (ST#37794) agrees to provide services and accommodations for an independent or customized travel plan for all travelers listed on the form (hereinafter Traveler(s)).

**CUSTOMIZED ITINERARIES AND TRAVEL SERVICES.** Italia Dolce Vita acts as an agent for carefully selected service providers, all of which are independently owned and managed. Italia Dolce Vita shall not be deemed liable for any personal injury, property damage, accident, delay, inconvenience, change in service(s) or rate(s) (due to exchange rate or service provider decision), or any other irregularity due to wrongful, negligent or arbitrary acts or omission by service provider(s). By engaging Italia Dolce Vita and making full payment for the specified service(s), Traveler(s) agrees to hold Italia Dolce Vita harmless in making arrangements on their behalf and any claim(s) of damage(s), refund(s) or credit(s) after arrival shall be sought directly from the service provider(s).

**TRAVEL INSURANCE:** Italia Dolce Vita strongly recommends purchase of comprehensive trip/travel insurance immediately after buying air travel ticket and/or making any deposits. Trip cancellation insurance is available for coverage of expenses in conjunction with cancellation for unforeseen circumstances such as Trip Cancellation/Interruption, Emergencies, Injuries, Illness, Death, Accidents, Loss, Delay, Damage or Theft of Luggage and/or Personal Belongings. *In the event Traveler must cancel participation in the travel program, trip cancellation insurance maybe the only source of reimbursement. Please inquire with Italia Dolce Vita on purchasing comprehensive Travel Insurance. Should Traveler decide not to purchase trip cancellation/travel insurance, Traveler must sign and send **Travel Insurance Waiver Form** prior to Tour commencement. Please download the **Travel Insurance Waiver Form** from [ItaliaDolceVita.com](http://ItaliaDolceVita.com) website.*

**PASSPORT & VISAS:** Traveler is the solely responsible for complying with passport and visa requirements. For U.S. Travelers, international travel requires a passport valid six (6) months beyond intended return travel date. In many cases, Traveler will also need to have multiple consecutive blank visa pages within his/her passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. It is recommended that Travelers check with the U.S. Department of State [website](http://www.state.gov) for the latest passport and visa requirements. For non-US citizens, check with the consulate of the country for entry requirements. The name given on the Italia Dolce Vita booking form must match the passport name of the Traveler. Any name variations may require re-ticketing/re-booking at Traveler's expense.

**PAYMENT TERMS.** We require \$250.00 nonrefundable fee to begin the planning process for 2 travelers and \$100 non-refundable fee per additional traveler. This fee is later applied to the services booked through Italia Dolce Vita. Payment for custom travel is 30% at preliminary itinerary approval and balance is due 60 (sixty) days prior trip commencement. For bookings less than 30 days from commencement, all services must be paid in full.

**TOURIST TAXES & FEES.** Traveler is responsible for paying tourist taxes and fees on location.

**FINAL DOCUMENTS REVIEW.** While Italia Dolce Vita takes the utmost care in making sure the information on the itinerary and travel vouchers (collectively, "Final Documents") is complete and accurate, it is the Traveler's responsibility to carefully read and review the final documents upon receipt. Failure to contact us in time to allow for corrections and re-sending final documents could result in loss or cancellation of reservations made, tickets issued, and/or services listed on the documents for which Italia Dolce Vita will not be responsible. In such case, no refunds are given.

**NAMES MUST MATCH PASSPORT:** Traveler name given at booking must match the name on Traveler passport and any ticketing. Any variation will require re-ticketing and any additional costs related to issuance of new ticket(s).

**FEES FOR AIR-TICKET NAME CHANGES/REVISIONS /CANCELLATIONS:** Name changes or corrections before ticketing will incur a \$50 fee per passenger, and are subject to fare, and or flight schedule changes. Once tickets are issued, a minimum \$300 revision/cancellation fee will apply to each ticket, plus fare, and or flight changes if applicable. This charge is not covered by insurance and is subject to change.

**DATE CHANGE.** Date change requests may be made up to 60 days prior to original travel date and incur \$150 service fee per requested change. Price adjustments are made and charged accordingly. Date change requests made less than 60 days prior to original date of departure or during travel are not permitted and are considered a new reservation. Transportation and Rail Tickets may not be changed and are entirely forfeited once issued.

**CANCELLATION.** If you cancel your reservations, the cancellations charges shown below will apply. Cancellation charges are based on the number of days from the time Italia Dolce Vita is notified of your cancellation to the start of the services provided.

### CANCELLATION CHARGES

- 61 days or more \$350 per person
- 60 to 31 days 25% of total travel services
- 30 - 16 days 50% of total travel services
- 15 days or less 100% of total travel services

**FEES FOR TRAIN TICKETS REVISIONS/CANCELLATIONS:** Train tickets are non-changeable and non-refundable once issued. Any change to a train date, schedule or route will require purchase of a completely new ticket.

**NO SHOWS and/or INCOMPLETE TRAVEL** If Traveler abandons the planned trip at any point during the arranged and planned itinerary dates, all and any rights to a refund of any used and unused portion of the trip is forfeited.

**ASSUMPTION OF RISKS AND RELEASE:** There are certain inherent risks in travel. These include, but are not limited to, hiking, walking, climbing, illness, sickness, and inaccessibility to immediate medical attention. Traveler assumes all such risks with regards to these possibilities

and Italia Dolce Vita shall not be held responsible for medical problems or for any medical costs of the Traveler. All medical costs are the Traveler's responsibility. Travelers who must interrupt the Tour after it commences shall not receive refund for unused services. Traveler hereby expressly assumes all risks and dangers and agrees to forever release, discharge, or hold Italia Dolce Vita and its agents, employees, officers and directors, harmless against any and all liability, actions, causes of actions, suits, claims and demands of any nature arising in connection with Tour participation.

**TRAVEL ADVISORIES/WARNINGS:** It is the responsibility of the Traveler to become informed about the most current travel advisories and warnings by referring to the U.S.State Department's travel website at [www.travel.state.gov](http://www.travel.state.gov) or by phone at 1-888-407-4747. In the event of an active State Department Travel Warning against travel to the specific destination location(s) of the trip Traveler should still choose to travel, notwithstanding any travel advisory or warning, the Traveler assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

**LIMITS ON RESPONSIBILITY.** Italia Dolce Vita, its employees, shareholders, officers, directors, successors, agents and assigns, does not own or operate any entity providing goods or services for the Tour. Italia Dolce Vita purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors, and Italia Dolce Vita is not liable for any negligent or willful act of any such person or entity or any third person.

Italia Dolce Vita acts solely as agents for the Traveler with respect to all transportation, hotel, and any other Tour arrangements. In that capacity, Italia Dolce Vita exercises all reasonable care possible to ensure the Traveler's safety and satisfaction, but, Italia Dolce Vita neither assumes nor bears any responsibility or liability for any injury, death, damage, loss, accident, delay, or irregularity arising in connection with the services of any airplane, train, ship, automobile, motor coach, carriage, or other conveyance, or the actions of any party involved in carrying the Traveler or in affecting the Tour.

Italia Dolce Vita is not responsible for damages, additional expenses, or any other losses due to cancellation, delay or other changes in air or other services, sickness, weather, strike, war, civil disturbances, acts or threats of terrorism, travel warnings or bans, termination or suspension of war risks or other carrier insurance, quarantine, acts of God, or other causes beyond Italia Dolce Vita's control. All such losses must be borne by the Traveler, and Tour rates provide for arrangements only for the time stated of the Tour. Italia Dolce Vita is not responsible for delays, changes or cancellation costs due to incorrect, incomplete or expired Traveler documents.

In addition and without limitation, Italia Dolce Vita is not responsible for any injury, loss, death, or inconvenience to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes, or other labor activities, criminal or terrorist activities of any kind, overbooking, or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation, mechanism to arrive or depart on time.

**TRAVELERS REPRESENTATIONS:** The Traveler represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the Tour. Italia Dolce Vita reserves the right to decline to accept anyone on a trip. Italia Dolce Vita reserves the right to remove from the trip, at his or her sole expense, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip.

**ARBITRATION AGREEMENT:** Traveler agrees to present any claims against Italia Dolce Vita within thirty (30) days after the Tour ends and to file any suit within one (1) year of the incident, and acknowledges that this expressly limits the applicable statute of limitations to one (1) year. Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to the Responsibility Clause, to the Tour description, brochure, or any information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Sarasota, Florida, USA, in accordance with the rules of the Arbitration Association then existent.

The present terms & conditions are subject to change without notice.

By completing and signing this Independent/Customized Travel Services Agreement Form and/or forwarding any deposits or payments, the above listed Traveler and/or Travelers hereby accept Italia Dolce Vita Terms and Conditions, individually and/or as a group of Travelers.

Print Name \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_