

## TRAVEL SERVICES AGREEMENT

THIS TRAVEL SERVICES AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ by and between Aarna Associates, LLC, a South Carolina limited liability company ("**Provider**") and \_\_\_\_\_ (hereinafter referred to as "**Customer**" whether one or more). Provider and Customer may be referred to individually herein as a "**Party**" and collectively as the "**Parties**".

### PRELIMINARY STATEMENTS

Provider is in the business of coordinating international travel services. Provider offers customized group and business tour packages in collaboration with travel agencies located in the host country (collectively, the "**Services**").

Customer desires to engage Provider to provide the Services, and Provider desires to provide such Services in accordance with the terms and conditions of this Agreement.

### AGREEMENT

In consideration of the foregoing and the mutual promises, terms, and conditions set forth below, and other good and valuable consideration, the Parties agree as follows:

1. **Reservation; Retention.** Customer has completed the reservation form (the "Reservation"), has selected an itinerary (the "Itinerary"), and has submitted a deposit in accordance with section 3.2 below (the "Deposit"). Customer hereby retains the Services of Provider, and Provider hereby agrees to render the Services to Customer, under and upon the terms and conditions set forth in this Agreement.

2. **Scope of Services.** The Services provided shall be substantially similar to the items listed on the Itinerary associated with the tour package selected and Reservation made by Customer. The Itinerary selected by Customer and the Reservation are incorporated into this Agreement by this reference. Due to changing conditions and other factors associated with international travel, including, but not limited to, weather, traffic, or other conditions, Customer understands and agrees that the Services and Itinerary may be modified from time to time in the sole discretion of Provider with or without notice to Customer.

3. **Payment.**

3.1 **Payment for Services.** Notwithstanding completion of the Services or the earlier cancellation of this Agreement in accordance with the provisions hereof, Customer shall pay Provider \$[Total Cost] for the Services.

3.2 **Deposit.** Customer has submitted a \$500.00 per person Deposit with the Reservation.

3.3 **Payment Schedule.** Customer shall pay \$[50% of the Total Cost] on or before the one hundred eightieth (180<sup>th</sup>) day prior to the departure date. Customer shall pay the final payment of all amounts due on or before the ninetieth fourth (90<sup>th</sup>) day prior to the departure date.

3.4 If Customer fails to pay in full all amounts due as set forth above, Customer may lose his or her Reservation, and additional charges and cancellation penalties shall become due and payable, including an interest rate of 1-1/2 percent per month on the unpaid amounts.

4. **Warranty for Services.**

4.1 Provider warrants that the Services performed hereunder will be in accordance with that degree of care and skill ordinarily exercised in the travel planning industry. The only warranties made by Provider are those expressly enumerated in this provision. Any other statements of fact or descriptions expressed in this Agreement or any attachments thereto shall not be deemed to constitute a warranty of the Services or any part thereof.

4.2 Provider shall not be responsible for the acts or omissions of Customer or any of the Customer's agents or companions.

4.3 Provider shall not be responsible for the acts or omissions of hotels, inns, restaurants, travel providers, taxi services, bus/coach service providers, car rental companies, airlines, or other suppliers.

4.4 Customer understands and agrees that some Services may not be provided in strict accordance with the Itinerary due to typical changing conditions and other factors inherent to international travel, including, but not limited to, weather, traffic, delays, or other similar conditions out of the control of the Provider.

4.5 THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE). The remedies provided for in this Agreement are Customer's sole remedies for any failure of Provider to comply with its obligations.

5. **Waiver and Release.** Customer and all travelers accompanying Customer shall individually sign and be fully bound by the Release and Liability Waiver attached as Exhibit A, attached hereto and incorporated herein by this reference.

6. **Change of Itinerary; Cancellation of Agreement.**

6.1 **Cancellation by Customer.** If Customer cancels his or her reservation, Customer shall forfeit the Deposit and agrees to pay the following amounts as a cancellation fee:

- From time of booking to 90 days prior to tour start date 75% refund
- From 90-45 days prior to tour start date 50%
- 45 days prior tour start: No refunds. We would love to refund your cost. However, our suppliers will have been paid and a change in group numbers will affect others.

In addition, the Customer agrees to pay any fees and costs incurred by Provider in canceling the arrangements already set, as well as any other cost required for the change in the arrangements. Any increase in the fees resulting from the change shall be borne by the Customer.

6.2 Payment Due Upon Cancellation by Customer. In the event of any cancellation or termination of this Agreement, the Provider shall be entitled to receive in full any remaining payments set forth in this Agreement within thirty (30) days of the cancellation or termination.

6.3 Cancellation by Provider. Provider reserves the right to cancel this Agreement and/or the trip at any time, upon written notice to Customer, and for any reason, including, without limitation, the lack of sufficient reservations. If the case of cancellation is due to natural calamities, act of terrorism, political instability or other external factors it may not be viable to operate planned itinerary, **Provider may provide Customer with alternative travel dates or receive a refund less any unrecoverable costs.** Provider is not responsible for incidental expense such as visa, vaccination, travel insurance excess or non-refundable flights. Provider reserves the right to require any Customer to immediately withdraw from the tour at any time, if the Provider deems Customer's actions or conduct is detrimental to or incompatible with the interest, harmony, comfort or well-being of any participant, or results in any penalty to the operators.

7. Relationship of the Parties. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between Provider and Customer. Provider will be regarded as an independent contractor in all matters pertaining to Services. Neither Party shall incur any liabilities or any obligation of any kind (express or implied) for the other, except to the extent specifically provided, if at all, in this Agreement.

8. Publicity Release. Provider may list the Customer in Provider's marketing materials, including but not limited to digital media, as a customer and summarize briefly the Services provided to the Customer. Customer hereby releases and discharges the Released Parties from any and all claims and demands arising out of or in connection with the use of Customer's name, likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation.

9. Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed delivered upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission, or five (5) days after deposit in the mail. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing from time to time.

10. Law and Venue. The interpretation, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of South Carolina without regard to any choice of law principles. Any legal proceedings arising out of any of the transactions or obligations contemplated by this Agreement may be brought in the state courts of South Carolina or the United States District Court for the District of South Carolina located in Greenville, South Carolina. The Parties hereto irrevocably and unconditionally: (a) submit to the jurisdiction of such courts and agree to take any and all future action necessary to submit to such jurisdiction; (b) waive any objection which they may now or hereafter have to the venue of any suit, action or proceeding

brought in such courts; and (c) waive any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum.

11. **Severability.** If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

12. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party hereto, including by operation of law, without the prior written consent of the other Party, nor is this Agreement intended to confer upon any other person except the Parties hereto any rights or remedies hereunder.

13. **Headings.** The headings contained in this Agreement are for convenience of reference only and are not intended to describe, define, interpret, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

14. **Entire Agreement.** This Agreement, including without limitation, all attachments incorporated herein, represents the entire understanding and agreement between the Parties hereto relating to the Services, and supersedes any and all prior agreements, whether written or oral, that may exist between the Parties regarding the same. No amendment or modifications to this Agreement or any waiver of any provision hereof shall be effective unless in writing signed by the Party so to be bound thereby.

15. **Counterparts.** This Agreement may be executed in counterparts and may, at the option of the executing party, be delivered by facsimile or other electronic means, including as a PDF file via email. Each of such counterparts shall be deemed an original, all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

CUSTOMER HEREBY ACKNOWLEDGES HAVING READ THIS AGREEMENT AND HAVING HAD AN OPPORTUNITY TO HAVE THE TERMS OF THIS AGREEMENT REVIEWED BY LEGAL COUNSEL PRIOR TO THE EXECUTION OF THIS AGREEMENT BY CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES THAT THIS AGREEMENT WILL BE USED AS A DEFENSE TO ANY AND ALL CLAIMS THAT MAY BE BROUGHT CUSTOMER, CUSTOMER'S HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ANYONE ELSE WHO MIGHT MAKE A CLAIM ON CUSTOMER'S BEHALF. CUSTOMER FURTHER ACKNOWLEDGES THAT THE TERMS HEREIN ARE REASONABLE AND THAT CUSTOMER KNOWINGLY AND WILLINGLY EXECUTES THIS AGREEMENT.

This Agreement has been signed by the authorized representatives of the Parties as of the date first above written.

**CUSTOMER**

**PROVIDER**

Aarna Associates, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Mailing Address:

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit A

**CAUTION: READ BEFORE SIGNING**  
**THIS IS A RELEASE AND LIABILITY WAIVER.**

Name of Traveler: \_\_\_\_\_ (“Traveler”)

In consideration and exchange for the privilege to voluntarily participate in the services provided by Aarna Associates, LLC, I warrant and agree and bind myself, my representatives, my beneficiaries, my dependents, and my heirs and assigns to the terms and conditions expressed within this Release and Liability Waiver.

- \_\_\_\_\_  
Initials
- (1) I hereby represent and warrant that I am at least eighteen (18) years of age.
- \_\_\_\_\_  
Initials
- (2) My participation in the services provided by Aarna Associates, LLC is completely voluntary.
- \_\_\_\_\_  
Initials
- (3) I acknowledge and agree that international travel has inherent risks, including, but not limited to political instability, high crime rates, hijacking, terrorism, risk of kidnapping, communicable diseases and other related dangers.
- \_\_\_\_\_  
Initials
- (4) I acknowledge and agree that Aarna Associates, LLC does not and cannot guarantee my safety or security. I further acknowledge and agree that I am solely responsible for my personal safety at all times, including travel to and from my destination, and at all times while at my destination.
- \_\_\_\_\_  
Initials
- (5) I acknowledge and agree that I have been advised by Aarna Associates, LLC to obtain and follow the advice and instructions of the United States Department of State, and to review and monitor the United States Department of State website ([http://travel.state.gov/travel/cis\\_pa\\_tw/tw/tw\\_1764.html](http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html)) for any warnings, advisories, information, updates and any additional information regarding areas to which I will be travelling.
- \_\_\_\_\_  
Initials
- (6) I acknowledge that while travelling, I risk personal and emotional injury, kidnapping, hijacking, terrorism, crime, civil disturbance, illness, disease, physical disability and death. The risk of injury during international travel is significant, including, without limitation, the potential for permanent disability and death. While particular precautions and personal discipline will minimize this risk, the risk of personal and emotional injury, hijacking, kidnapping, terrorism, crime, civil disturbance, illness, disease, physical disability, or death does exist. I agree and acknowledge that my receipt of any services provided by Aarna Associates, LLC is with full and complete knowledge of the risks and dangers involved, and I agree to accept and assume any and all risks of any nature whatsoever which may lead to personal and emotional injury, illness, physical disability, or death.
- \_\_\_\_\_  
Initials
- (7) I acknowledge and agree that the parties I am forever discharging and releasing by and through this Release and Liability Waiver are as follows: Aarna Associates, LLC, its owners, officers, directors, agents, attorneys, and employees (collectively, the "Released Parties").
- \_\_\_\_\_  
Initials
- (8) I voluntarily release, forever discharge, and agree to indemnify and hold the Released Parties harmless from any and all liabilities, claims, demands, causes of action, damages, costs (including attorney's fees), expenses and obligations of any nature whatsoever for any injuries, illnesses, disabilities or death that I may sustain as a result of or in any way connected to my receipt of any services provided by Aarna Associates, LLC.

\_\_\_\_\_  
Initials (9) I, for myself and for my heirs, personal representatives, executors, administrators and anyone else who might make a claim on my behalf, agree not to make any claim or commence or prosecute any action, suit or other proceeding against any of the Released Parties for any injuries, illnesses, disabilities or death, whether caused by the Released Parties or otherwise, specifically including, without limitation, any injuries, illnesses, disabilities or death caused by or a result of strict liability, or the negligence or gross negligence of the Released Parties.

\_\_\_\_\_  
Initials (10) I agree that the interpretation, construction and enforceability of this Release and Liability Waiver shall be governed in all respects by the laws of the State of South Carolina without regard to any choice of law principles. Any legal proceedings arising out of any of the transactions or obligations contemplated by this Release and Liability Waiver may be brought in the state courts of South Carolina or the United States District Court for the District of South Carolina located in Greenville, South Carolina. I irrevocably and unconditionally: (a) submit to the jurisdiction of such courts and agree to take any and all future action necessary to submit to such jurisdiction; (b) waive any objection which I may now or hereafter have to the venue of any suit, action or proceeding brought in such courts; and (c) waive any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum.

\_\_\_\_\_  
Initials (11) I agree that if any portion of this Release and Liability Waiver is declared invalid or unenforceable, the remaining portions of this Release and Liability Waiver shall remain in full force and effect.

\_\_\_\_\_  
Initials (12) **I understand and agree that this document will be used as a defense to any and all claims brought by me, my heirs, personal representatives, executors, administrators and anyone else who might make a claim on my behalf. I understand and agree that this Release and Liability Waiver and the release and liability waiver contained herein is a complete and unconditional release of all liability to the greatest extent allowed by law and intended to protect the Released Parties to the fullest extent possible.**

I VERIFY THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS RELEASE AND LIABILITY WAIVER AND THAT I ACCEPT THIS RELEASE AND LIABILITY WAIVER FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I UNDERSTAND THE TERMS OF THIS RELEASE AND LIABILITY WAIVER, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY ACCEPTING IT.

\_\_\_\_\_  
Traveler Signature

\_\_\_\_\_  
Witness Signature

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

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

\_\_\_\_\_  
Date