

TERMS & CONDITIONS
LAUREN AUSTIN TRAVEL, LLC

This Agreement is between LAUREN AUSTIN TRAVEL, LLC and you (“**Client**” or “**you**”) (collectively referred to as “**Parties**”), for the purposes of Client hiring LAT to provide travel advisory services. This Agreement shall become effective upon the date this document is read and agreed upon by Client clicking “I agree and understand” in the form submitted to Client by Lauren Austin Travel, LLC.

Services Provided by Lauren Austin Travel, LLC

All services provided by LAUREN AUSTIN TRAVEL, LLC (“**LAT**” and/or “**our**”) are specifically outlined in the Client Engagement Agreement between Client and LAT. For any questions related to this topic, refer to said document. By signing this Agreement, you specifically agree to all the terms and conditions referenced in the Client Engagement Agreement between you and LAT.

1. Consent to Terms and Conditions

Access to and use of the services of LAT and our website is subject to acceptance of these terms and conditions (“**Terms and Conditions**”). By accessing, using or obtaining any content, products, or services through our offices or through our website, you, the Client agree to be bound by these terms. PLEASE READ THE TERMS AND CONDITIONS BEFORE USING THIS WEBSITE AND CONDUCTING BUSINESS WITH LAT. If you do not accept all of these terms, then please do not use our services or our website. These Terms and Conditions govern the relationship between LAT and you, our Client. These Terms and Conditions restrict your rights and remedies and provide protection to LAT, including warranty disclaimers and liability exclusions. By using services provided by LAT and this website, you acknowledge and agree (a) this is a fair balance because this website is accessible by you conveniently and at no charge to access the website; and (b) if you do not agree or do not accept these Terms and Conditions, you can easily choose to not use this website or the services of LAT. So, if there is anything in these Terms and Conditions, including warranty disclaimers and liability exclusions, that you disagree with or are not willing to be bound by, or if something is missing from these Terms and Conditions that you consider essential, then you must not use this website or the services of LAT. IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH, PLEASE DO NOT USE THIS WEBSITE OR LAT’S SERVICES. No alterations to these terms and conditions may be made by any LAT employee, advisor, representative or agent, unless in writing by an authorized officer of LAT.

FURTHERMORE, CLIENT ACKNOWLEDGES AND AGREES TO THE TERMS & CONDITIONS SET FORTH BY LAT, INCLUDING ANY UPDATES OR MODIFICATIONS TO SAID TERMS & CONDITIONS. CLIENT UNDERSTANDS THAT THE TERMS & CONDITIONS WILL APPLY TO THIS TRIP AS WELL AS ANY SUBSEQUENT TRAVEL OR SERVICES BOOKED AND/OR OTHERWISE PROVIDED BY LAT, AND THAT CLIENT IS BOUND BY THE MOST CURRENT VERSION OF THE TERMS & CONDITIONS OF LAT, AS MAY BE UPDATED FROM TIME TO TIME, WITHOUT THE NEED FOR FURTHER AGREEMENT.

2. Fee Structure

The Fee Structure for all services provided by LAT are specifically outlined in the Client Engagement Agreement between Client and LAT. For any questions related to this topic, refer to said document. By signing this Agreement, you specifically agree to all the terms and conditions referenced in the Client Engagement Agreement between you and LAT.

3. Credit Card Authorization & Chargebacks

Client shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of Client’s travel bookings through LAT. By submitting a credit card authorization form to LAT, Client agrees to allow LAT to use its payment method to purchase travel products from our Suppliers on Client’s behalf.

EXCEPT IN CASES OF FRAUD, CLIENT AGREES NOT TO FILE ANY DISPUTE WITH CLIENT'S BANK OR CREDIT CARD COMPANY TO AVOID OR VIOLATE ANY BOOKING TERMS AND CONDITIONS OF LAT OR ITS SUPPLIERS, INCLUDING CANCELLATIONS OR CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND THE CONTROL OF LAT OR ITS SUPPLIERS. IF CLIENT ATTEMPTS TO CHARGEBACK, REVERSE OR RECOLLECT A PREVIOUSLY AUTHORIZED TRIP PAYMENT, LAT RESERVES THE RIGHT TO COLLECT ALL ADDITIONAL COSTS, FEES AND EXPENSES ASSOCIATED WITH SUCH CHARGEBACK, REVERSAL OR RECOLLECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES.

All payments for travel are due prior to departure according to each Supplier's terms and conditions of booking. Client understands that failure to make final payment or any violation of a Supplier's conditions of purchase may result in cancellation of Client's reservations, in Client being denied access to any flights, tours, hotels, cruises, or other travel services, or in Client forfeiting any monies paid for Client's reservations.

4. Information for Travel Bookings, Third-Party Suppliers

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with LAT by any means, including our website, in accordance with all Terms and Conditions herein. You agree to be financially responsible for all of your travel bookings (as well as for use of your account by others, including, without limitation, minors living with you). You agree to supervise all usage of LAT communications by minors under your name or account. You also warrant that all information supplied by you or members of your household transacting business with LAT is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservations facilities provided by LAT shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act.

Separate supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the Terms and Conditions of purchase imposed by LAT and any supplier with whom you elect to deal, or with whom LAT deals on your behalf, including but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, hotels, cruises, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in LAT debiting your account for any costs LAT incurs as a result of such violation.

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through LAT. Client authorizes LAT to book on third party travel booking sites to fulfill Client's travel requests. Client ratifies LAT's actions on Client's behalf, including acceptance of such third party's terms and conditions, which limit Client's rights, and Client agrees to bound by such actions. In the event of any inconsistency or ambiguity of terms, LAT shall benefit from the most favorable term(s) in each instance.

5. Quotes, Payments, Cancellations & Rescheduling

Prices and availability are subject to change and are not guaranteed until final payment is received from Client and a ticket and/or a reservation voucher has been confirmed and issued by supplier. Once confirmed by the supplier, a ticket and/or reservation voucher will be issued and be delivered to Client by email and/or placed on Client's itinerary. The contract between Client and supplier will relate only to those items confirmed by email and/or placed on Client's itinerary with ticket and/or reservation numbers. LAT is not required to provide itemized breakdown of pricing within Client's itinerary, but LAT will retain receipts for Client's records. All reservations listed within Client's itinerary will be fulfilled on the delivery date set out in a ticket/reservation voucher, unless otherwise explicitly stated in Client's itinerary.

Final payment is due prior to departure according to each supplier's (airline, hotel, cruise line, transfer company, sightseeing operator, and other travel service partners) terms and conditions involved in your travel booking. If final payment is not received by the applicable due date, reservations are subject to cancellation and deposits shall be forfeited.

Client understands and agrees that in some cases there is NO REFUND from a supplier once a booking is made and under deposit. All cancellation requests must be sent to LAT in writing at lauren@laurenaustintravel.com. As a result of cancellation of or rescheduling change to a confirmed itinerary, LAT and suppliers' cancellation and rescheduling penalties and change fees will apply. LAT's cancellation fee is between \$200.00 - \$500.00 and may, at the sole discretion of LAT, be equal to the Consulting Fee charged to Client when Client executed the "Client Engagement Letter" with LAT for the trip in question. LAT does not charge a rescheduling fee.

Each supplier will have their own cancellation or rescheduling fee, which Client understands fluctuates depending on the supplier. All cancellation and rescheduling fees will be charged to the credit card or other payment method Client authorized to pay for travel services or deducted from the suppliers' refunds.

LAT IS NOT LIABLE OR RESPONSIBLE FOR ANY ARRANGEMENTS MADE INDEPENDENTLY OF LAT. LAT ASSUMES NO RESPONSIBILITY FOR COSTS OR FEES CLIENT INCURS FOR INDEPENDENT ARRANGEMENTS NOT BOOKED THROUGH LAT, INCLUSIVE OF, BUT NOT LIMITED TO, AIRLINE, HOTEL, EXCURSION AND TRAVEL PROTECTION RELATED CHARGES.

6. Client Credit Card on File

Client may be charged additional sums by LAT to offset any increased fees, fuel surcharges, taxes, and fluctuations in foreign exchange markets, or any combination thereof. Acceptance of these Terms and Conditions hereby implies Client's consent to any post-purchase price increases and authorizes the LAT to charge Client's credit card for such additional amounts. LAT shall give notice to Client of any increase in pricing at least one (1) business day, or twenty-four (24) hours, before authorization of charges are conducted on Client's Credit Card.

7. Travel Documents, Including TSA and DHS Acceptable Identification Requirements

It is the responsibility of the Client to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations for themselves as well as every other person travelling in their party. When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight found in <http://www.tsa.gov/traveler-information/acceptable-ids>. Examples: DHS-designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. LAT strongly recommends that you take into account that certain countries will not admit a passenger, if his or her passport expires within six (6) months of the date of entry. Non-United States citizens may require additional documentation. Children and infants also require all such travel documents.

Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities, please see <https://www.us-passport-service-guide.com/minor-travel-consent-form.html#minorconsentform>. CLIENT AGREES THAT ALL MINOR CHILDREN ARE IN THEIR CARE AND CLIENT ASSUMES ALL RESPONSIBILITY OF POTENTIAL INJURY, DANGERS, AND RISKS ASSOCIATED WITH THE TRAVEL OF THE MINOR CHILDREN.

The U.S. Customs and Border Protection Agency requires that for USA child groups under age 19 arriving by land or sea from a contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may also present an original or copy of his or her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult/Group Leader. You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing Client to miss flight(s) and subsequent scheduled travel bookings on cruises and tours. Check each supplier's website to ensure you and all members in your travel group or party obtain and carry travel documentation required.

8. Authorization to Use, and Warranty of, Personal Information

BY REQUESTING TRAVEL SERVICES FROM LAT, CLIENT IS AUTHORIZING LAT TO OBTAIN CLIENT'S PERSONAL PRIVATE INFORMATION AND/OR TO PROVIDE CLIENT'S PERSONALLY IDENTIFIABLE INFORMATION TO THOSE THIRD-PARTIES THAT LAT DEEMS NECESSARY TO PROVIDE CLIENT WITH THE SERVICE THAT CLIENT HAS REQUESTED, AND TO PROVIDE THE TYPE OF INFORMATION THAT LAT DEEMS IS REQUIRED AS AN INTEGRAL PART OF BOOKING CLIENT'S TRAVEL. LAT TAKES GREAT CARE TO USE ONLY REPUTABLE COMPANIES TO BOOK CLIENT'S TRAVEL. HOWEVER, LAT IS NOT LIABLE FOR THE MANNER IN WHICH SUCH THIRD-PARTIES HANDLE CLIENT'S PERSONAL, PRIVATE AND/OR PERSONALLY IDENTIFIABLE IDENTIFICATION INFORMATION, OR FOR ANY FAILURE BY SUCH THIRD-PARTIES TO PROTECT THE PRIVACY OF CLIENT'S INFORMATION. BY REQUESTING TRAVEL SERVICES FROM LAT, CLIENT IS CERTIFYING THAT ALL INFORMATION CLIENT PROVIDES TO LAT WILL BE ACCURATE, COMPLETE AND CURRENT AND THAT CLIENT IS NOT AND HAS NOT KNOWINGLY PROVIDED LAT WITH ANY FALSE INFORMATION.

9. Booking Accuracy & Legal Names

CLIENT IS REQUIRED TO IMMEDIATELY REVIEW THEIR BOOKING CONFIRMATION AND VERIFY ALL ASPECTS OF THEIR BOOKING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: CLIENT NAME, MAILING ADDRESS, EMAIL ADDRESS, TELEPHONE NUMBER(S), DATE(S) OF BIRTH, PRICING, AIRFARE, DEPARTURE/ARRIVAL TIMES AND AIRPORTS, ACCOMMODATIONS, AND ORGANIZED ACTIVITIES. **CLIENT SHALL NOTIFY LAT IMMEDIATELY IF ANY ERRORS OR OMISSIONS EXIST OR OTHER CORRECTIONS ARE NECESSARY TO ADJUST OR OTHERWISE CHANGE CLIENT'S BOOKINGS.** CLIENT VOLUNTARILY ASSUMES FULL AND SOLE RESPONSIBILITY FOR ANY AND ALL RISK AND/OR COSTS INVOLVED WITH FAILURE TO REPORT SUCH ERRORS OR OMISSIONS. CLIENT IS REQUIRED TO VERIFY THE ACCURACY OF THEIR LEGAL FIRST AND LAST NAMES. IT IS MANDATORY THAT NAMES ON BOOKINGS BE IDENTICAL TO THOSE ON ALL TRAVEL DOCUMENTS, SUCH AS PASSPORTS AND DRIVERS' LICENSES.

10. Individual Entry and Exit Requirements

Each foreign country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to (or through) views that offense, please contact that country directly for entry and exit requirements. (See: <https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html>) LAT neither controls nor warrants the issuance of visas related to applicable travel. **It is Client's responsibility to verify that all the visas required for your trip have been obtained, that the visas for each country are valid for the entry and exit dates of your visit, that your personal details are accurately reflected and that your passport is valid for at least six months beyond the completion date of your trip.** Please note that even when a visa is issued, a traveler may be denied entry since each country's local immigration officials make the final entry decision. Several factors including past criminal record may contribute to the decision of the local immigration official(s). Should a visa not be issued, LAT is not responsible for lost payments made toward the contemplated trip.

11. Assumption of Risk & Release of Liability

Travel to certain destinations may involve greater risk than others. LAT urges Client to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at websites such as, but not limited to: <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov>.

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, LAT DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH

DESTINATIONS. CLIENT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CLIENT'S OWN RISK.

Client understands and agrees that they fully recognize there are dangers and risks to which they may be exposed by participating in travel activities including, but not limited to, strenuous activity such as hiking, walking, running, jumping, wading across or getting into water, strong currents, ocean waves, four-wheel drive roads, etc.; being in areas which might trigger a fear of heights or other fear responses; being exposed to normal and extreme weather conditions and other naturally occurring phenomenon such as harsh sun, altitude, extreme cold or hot temperatures, rain, snow, sleet, hail, wind, fog, tornadoes, wildfires, floods, avalanches; manual posing demonstrations or adjustments, camping, etc.

Client agrees to assume and take on all risks and responsibilities arising from or associated with any trip activity and hereby releases LAT and all of its affiliates, divisions, departments and other units, committees and groups, and its and their officers, directors, principals, trustees, legal representatives, members, owners, employees, agents, administrators, assigns, and contractors, from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that Client may suffer arising from or in connection with travel activities, including any injury or harm, death, or damage to Client's personal property.

BY SIGNING THIS AGREEMENT, CLIENT UNDERSTANDS AND AGREES THAT LAT DOES NOT REQUIRE PARTICIPATION IN ANY TRIP ACTIVITY, BUT CLIENT WANTS TO AND CHOOSES TO DO SO VOLUNTARILY AND KNOWINGLY—AND HAS PROPERLY PREPARED TO DO SO—DESPITE THE POSSIBLE DANGERS AND RISKS DESCRIBED HEREIN.

12. Airfare

12.1. General Conditions Governing Air Transport

a. General Statement

UNLESS SET FORTH IN WRITING, AIRLINE RESERVATIONS ARE NOT INCLUDED IN YOUR TRAVEL PLANS. SHOULD YOU WISH TO PURCHASE AIRLINE RESERVATIONS THROUGH LAT, CLIENT WILL WORK WITH THE FLIGHT DESK OPERATED BY BROWNELL.

Should Client wish to obtain airfare reservations on their own, it is the Client's responsibility to make appropriate air arrangements, as well as transportation to and from the destination where the travel booking originates and returns. In such event, LAT shall not assume any responsibility for any air and/or ground transportation issues made by Client including, but not limited to, schedule changes, delays, price fluctuations and cancellations.

SHOULD CLIENT ELECT TO PURCHASE AIRLINE RESERVATIONS THROUGH THE FLIGHT DESK OPERATED BY BROWNELL, THE FOLLOWING SHALL APPLY:

b. Modification of Reservation

Unless indicated otherwise at the time of booking, airline tickets are highly restrictive, non-refundable and non-transferable. Modification of Client name, travel date, travel times, travel routing, or travel departure/arrival times and airports is at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. CLIENT IS RESPONSIBLE FOR ANY AND ALL CHANGE FEES AND FOR THE DIFFERENCE IN FARE, IF APPLICABLE.

c. Unused Airline Tickets

LAT acts solely as an intermediary between Client and the airline. When Client is booked on an airline reservation, their credit card or debit card will be charged for the amount agreed upon. Credit will not be given by LAT for any unused airline tickets and cannot be used towards any future bookings.

d. Seat Reservations & Assignments

Client, unless otherwise requested, is quoted in economy class seats to be booked by LAT with the assistance of the Flight Desk operated by Brownell. All travel quoted will be round-trip, unless otherwise specified by Client. LAT is unable to specify the type of aircraft used by any airlines or the amenities available on a particular flight. Seat assignments are subject to the airlines' policies and may not be able to be made until Client is at the airport on the date of departure. Client understands and agrees that all airline seats whether reserved or not are subject to change by the airline at the time of departure. If applicable, LAT agrees to add Client's frequent flyer mileage number and Travelers Identification Number reservation to the airline reservation at the time of booking. Client understands Client agrees that not all reservations are eligible for mileage accrual. Client further agrees that they are responsible to obtain their own Travelers Identification Number if they wish to receive TSA pre-check status within the United States.

e. Layovers

Client agrees that direct flights may be non-stop or may involve one or more layovers (the airline makes a stop but all portions of the flight keep the same flight number). LAT is not responsible for any travel delays due to airline layovers. LAT does NOT make any guarantees regarding the length layover times, and Client is solely responsible for ensuring it has adequate time during its flight(s) layovers for reasons including, but not limited to, accompanying children, going through customs, meals, and potential flight delays.

f. Airline Delays and Cancellations.

In the event that an airline cancels or delays a flight, Client shall contact the Flight Desk operated by Brownell. Client shall confirm all bookings with the airline prior to the stated date of departure (recommended is 72 hours in advance). Client is responsible for arriving at the airport in a timely manner before a flight. LAT recommends Client arrive at the airport at least two hours prior to departure if traveling within the United States and three hours prior to departure if traveling internationally. LAT will not reimburse Client for unexpected additional travel costs or for missed flights. LAT will not provide refunds for trips missed or for delays or cancellations that occur at the discretion of the airline, are due to weather changes, or other causes listed in Section 21 (Force Majeure) below.

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, CLIENT AGREES THAT LAT IS NOT LIABLE FOR ANY DAMAGES ARISING FROM, OR RELATED TO, ANY AIRLINE TIMETABLE CHANGES, SEATING REASSIGNMENTS, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, LOST/DELAYED BAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING, ACTS OF GOD, TERRORISM, WARFARE, OR FAILURE TO CHECK-IN PROPERLY OR ON TIME.

12.2. Loss of Tickets for Air & Other Modes of Transportation

Client agrees to safeguard their airline tickets and bear any and all costs related to loss or theft of airline tickets or other transportation tickets and vouchers (including, but not limited to, boat, train, bus, helicopter, and any other mode of transportation). If Client loses their airline ticket or if their ticket is stolen, LAT advises that Client immediately report the airline ticket as stolen to the police, TSA, and to the carrier.

12.3. Luggage

Each airline has its own policy regarding luggage. LAT recommends that Client check with the airline at least 72 hours in advance of departure to determine whether there are any applicable weight restrictions and additional charges relating to checked baggage. Client shall be responsible for paying for any charges regarding checked or overweight baggage, including, but not limited to, golf bags, car seats, equipment, musical instruments, sporting equipment and oversized luggage. Such charges shall be paid directly to the airline by Client.

LAT is not responsible for any damage or loss of luggage by any airline. The airline may be liable to Client for loss, theft, or damage of the baggage Client entrusts to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, Client shall contact the airline directly and declare the damage, absence or loss of personal property. Client shall keep the following documents in case of damage or loss of luggage: travel ticket; baggage check-in slip; and photographs, if applicable. LAT strongly recommends that Client obtain an insurance policy covering the value of Client's items before departure.

12.4. Hazardous Materials

U.S. federal law prohibits passengers from bringing hazardous materials on an aircraft. Federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years' imprisonment and penalties of \$250,000.00 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/traveler-information/prohibited-items>.

12.5. Insecticide Notice

LAT recommends that Client refers to the U.S. Department of Transportation ("DOT") list of airports in countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft. This list is on the DOT's website and is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

13. Unused Arrangements, Minimum Passenger Requirements & Alterations to Bookings During Trip

When tour, cruise or package prices are based on contract rates provided by a supplier, Client will not be entitled to any refund for any unused portion of travel.

Some group tours are based on minimum number of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, or the tour may be canceled. Any cancellations of a tour or package for reason of failing to meet the minimum traveler requirement will be governed by the tour operator's cancellation policy.

If Client decides to change any portion of its confirmed arrangements prior to departure or during its trip, LAT will attempt to assist. Certain bookings may not be able to be changed. All requests for changes to a booking must be made in writing to LAT.

The supplier may determine that alterations in itinerary are necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of the supplier, and LAT bears no responsibility for any changes.

14. Health Security / Travel Documentation Requirements.

Client is responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel, and to make the necessary accommodation for security rules imposed by government authorities for both Client and any other individual traveling with Client. LAT shall not assume responsibility for the accuracy of health requirements or vaccination and/or documentation prior to departure or upon landing at the final destination. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by Client's health practitioner on a valid vaccination certificate, which Client must carry for proof of inoculation where required. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the USA State Department Website <http://travel.state.gov>, for relevant

information relating to travel to specific destinations, and the USA Centers for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues. For further information relating to security, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States visit <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov.us>, <http://www.ustreas.gov>, <http://www.cbp.gov> on a regular basis for information regarding incidence of disease, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States especially your embassy and <http://www.uscis.gov/> for non-USA citizens. **(Client is responsible to make LAT aware when traveling on a passport from a country other than the USA.)**

15. Limitations of Responsibility and Disclosure

LAT acts solely as a booking agent for disclosed principal supplier cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services (“supplier(s)”), and is not the source or provider of the travel services. Each of these supplier companies is an independent entity with its own management, and is not subject to the control of LAT. Client is advised that the suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and consents to the use of those suppliers, and understands and agrees each supplier’s terms and conditions are contained in printed form and are set forth on their respective websites, which govern the transaction. All bookings are accepted by LAT as agent for the disclosed travel suppliers on your itinerary. The transportation, accommodations and other services provided by the identified sea, ground, and air operator suppliers offered are subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers, including terms and conditions on their respective websites. BECAUSE LAT ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE LAT IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. LAT HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH LAT’S OFFICE OR THROUGH THIS WEBSITE, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, FUEL INCREASES, AND OTHER MATTERS OUTSIDE OF LAT’S CONTROL, AND YOU HEREBY EXONERATE LAT FROM ANY LIABILITY WITH RESPECT TO THE SAME.

The Americans with Disabilities Act (“ADA”) is only applicable within the United States of America, and facilities for disabled individuals are limited outside its borders. A qualified and physically able companion must accompany travelers who need such assistance. Motorized scooters are unsuitable for many trips. Transportation services, including many tour motor coaches, are not equipped with wheelchair ramps. LAT will make every effort to honor the price as originally quoted, however, under certain circumstances additional costs by a supplier or government may be imposed due to an increase in the cost for one or more of the travel components.

Prior to full payment, prices including US air transactions or air tours (in, to, or from the US) could increase for certain travel services, including the following: a seat, carriage of passenger baggage, applicable fuel surcharge, or an increase in a government-imposed tax or fee. US air transaction or air tour prices will not increase after making full payment, except for charges resulting from government-imposed taxes or fees. Certain suppliers reserve the right to increase prices to cover increased costs, fuel surcharges, tariffs and taxes, and to reflect fluctuations in foreign exchange markets. Client expressly acknowledges acceptance of these conditions applicable to purchase and authorizes LAT to charge Client’s credit card for such additional amounts. This consent applies to all travel arranged by LAT for Client

and may be revoked at any time with respect to future travel for which Client has not yet made payment. This consent expires five (5) years following the date of Client's last travel booking with LAT.

Weather conditions, including but not limited to the presence or absence of snow, sunshine, and rainfall are not guaranteed to occur or not occur, and are clearly outside of LAT's control. Volcanic eruptions, ash clouds, and wind may be characterized as an adverse weather condition or a natural disaster by suppliers and your travel insurance company, which is beyond the control of LAT. LAT reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary, and to refuse to accept or to retain as a member any person of any tour at any time. LAT shall not assume any responsibility for any air and/or ground schedule changes.

LAT HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL TRANSACTIONS AND CLIENT AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM LAT WILL BE LIMITED TO THE COMMISSION AND FEES PAID BY CLIENT AND ACTUALLY RECEIVED BY LAT UNDER THIS AGREEMENT.

16. Travel Insurance

LAT OFFERS ACCESS TO MANY OPTIONAL PRODUCTS AND SERVICES TO ENHANCE EVERY TRAVEL EXPERIENCE. OPTIONS SUCH AS TRAVEL INSURANCE PROTECT PASSENGERS AND THEIR INVESTMENT. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CLIENT'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES.

If Client declines travel insurance, Client acknowledges and accepts liability for all risks and penalties associated with not having travel insurance. Client agrees and understands that if Client cancels or interrupts Client's travel for any reason, portions of the trip/tour may not be refunded and LAT's and travel supplier's cancellation penalties will apply resulting in the loss of monies up to the full cost of Client's travel booking and related costs.

The purchase of travel insurance is not required in order to purchase any other product or service offered by LAT. Employees of LAT are not qualified or authorized to: answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for travel insurance selected. Should Client wish to purchase travel insurance, LAT will direct Client to the Insurance Desk operated by Brownell. Should Client wish to purchase travel insurance, the responsibility rests solely with Client to determine the proper policy and LAT advises Client to do its research and find coverage that best fits Client's individual needs. CLIENT UNDERSTANDS AND AGREES THAT THEY HAVE THE SOLE RESPONSIBILITY TO READ THE TRAVEL INSURANCE POLICY WHEN IT ARRIVES. INSURANCE INFORMATION INCLUDES, BUT IS NOT LIMITED TO, DETAILS ON THE EXTENT OF COVERAGE AND PROCEDURES FOR MAKING A CLAIM. FURTHERMORE, CLIENT ACKNOWLEDGES AND AGREES THAT LAT HAS NO CONTROL OVER THE TRAVEL INSURANCE PROVIDER OR ITS COVERAGE DECISIONS AND, AS A RESULT, LAT IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR POLICY COVERAGE, CLAIMS PROCESSING, OR THE DENIAL OF ANY CLAIMS.

17. Non-Disclosure & Confidentiality

Client agrees that the itinerary created by LAT is considered Confidential Information. Client agrees to keep in strict confidence the itinerary created by LAT, with the exceptions stated in this Agreement. Client may disclose the itinerary to a third-party emergency contact before departure. Client may also disclose the itinerary for purposes of insurance coverage.

With the exception of the terms stated in Section 8, LAT shall not disclose to any third-party any details regarding the business of the Client, including, without limitation the travel parties' names, drivers' license numbers, passport numbers, dates of birth, itineraries, or contact information, without written permission from Client.

18. Currency Fluctuations

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations. LAT is not responsible for surcharges or foreign transaction fees imposed by Client's credit card or bank.

19. Limitation of Liability

In no event shall LAT be liable under this Agreement to Client or any other third-party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not Client was advised of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

20. Indemnification

Client hereby agrees to indemnify, release, discharge and hold harmless LAT, its legal representatives, successors, assigns, employees or any persons or corporations acting under permission or authority of LAT from and against any liability or claims arising as a result of any third-party related to this Agreement.

21. Force Majeure

LAT shall not be liable or responsible to Client, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond LAT's control that were unpredictable and unforeseeable at the time of contracting, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. Client agrees and understands that all payments made by Client up to the date of a Force Majeure Event are non-refundable.

22. Reservation of Rights: LAT's Changes to These Terms

LAT reserves the right, in its sole discretion and for any reason whatsoever or for no reason, to change these Terms and Conditions at any time. Updated versions of the Terms and Conditions will be posted on LAT's website and are effective immediately upon said posting. Client may obtain a copy of LAT's updated Terms & Conditions by sending an email to lauren@laurenaustintravel.com. Please check frequently, especially before you use this website, to see if these Terms and Conditions changed. Use of the website after any changes to the Terms and Conditions constitutes your consent to the changes.

23. Entire Agreement

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between LAT and Client, and any modifications, in order to be effective, must be in writing, signed by both Parties, and physically attached to the original Agreement.

24. Venue & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict

of laws. Any and all disputes or disagreements arising between the Parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. The Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Potter County, Texas, unless another location is mutually agreed to by the Parties. The cost and expenses of the arbitrators shall be shared equally by the Parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

25. Severability & No Waiver

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement.

26. Transfer

This Agreement cannot be transferred or assigned to any third-party without written consent of both Parties.

27. Headings

Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

28. Notice

Parties shall provide effective notice (“Notice”) to each other via email at the date and time which the Notice is sent: LAT’s Email: lauren@laurenaustintravel.com Client’s Email: as specified above.

29. Counterparts & Facsimile Signatures

A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete agreement between the Parties. The Parties agree that a facsimile copy (electronic copy) of this Agreement, which contains the Parties’ signatures, may be used as the original.

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