

marnella

tours

exploring south america since 1981

TERMS & CONDITIONS and CREDIT CARD AUTHORIZATION

Marnella Tours, Inc. ("Operator") - TERMS AND CONDITIONS

This agreement contains the terms and conditions by which Marnella Tours, Inc., 5171 Glenwood Avenue, Raleigh, North Carolina, 27612 ("Operator"), in consideration for a participant's payment, agrees to provide these travel tours.

Responsibility and Liability: Operator, as principal, is responsible for arranging and providing all the services and accommodations offered in connection with these trips. The Operator does not own or operate, nor is it an agent for any of the firms which will provide goods and services for the trip or for any option which may be available in connection with the trip (including optional side trips, car rental, etc.) and Operator has not priced the trip or option to Operator to guarantee against failure of any such firms. Accordingly, Participant(s) agree to seek remedies directly with the supplier and not to hold the Operator liable, in the absence of its negligence, for any loss, injury, delay, or expense which results directly or indirectly from any action or omission, whether negligent, criminal or otherwise, of any entity providing goods or services for the trip or any available option (e.g. without limitation, the quality of service, cleanliness of a hotel, hotel overbooking or any flight delay). Participant(s) also agree not to hold Operator liable for circumstance beyond its control (e.g. force majeure).

*** Participants(s) acknowledge that neither Operator nor its agents have made any representation or promise with respect to the tour described herein except as expressly set forth in the Operator's literature, unless such agreement is in writing and signed by an officer of Operator. At any time, the Operator may decline, for any reason, any person as a Participant on a trip (or option) whereupon the Operator's only obligation shall be to refund to such person that portion of payment allocable to the unused services.

Passenger names: Providing names as they appear on the passport, accurate travel dates and flight information will assist us in setting up meet and greets car rentals and transfers and help to prevent any missed arrangements. By signing this document below you are confirming that the information below is correct. Operator will not assume any financial responsibility on any error.

Insurance: Trip cancellation, health, accident and luggage insurance are available and strongly recommended.

Documents: Will be mailed approximately 30 days prior to departure.

Check-in procedure: Failure to check in at least three hours prior to departure may result in denied boarding and no refund will be granted.

Hotels: Accommodations will be at hotels listed. Additional hotels may be available in certain cities. In circumstances beyond our control alternate hotels may be substituted.

Package price: Includes only items specifically stated in Operator's confirmed itinerary, the contents of which are specifically made a part of herein. Operator has the right to substitute services or accommodations in similar categories for items listed. Please note: Operator reserves the right to re-invoice Participant(s) in case of an error made in computing tour price.

Baggage fees: Please review the following link: <http://marnellatours.com/baggagefees.htm> . By signing below you accept these air baggage fees.

Proof of Citizenship: Participant(s) are responsible for determining and obtaining proper documentation. Failure to carry proper proof of citizenship may lead to a denial of entry to the aircraft or foreign country and no refunds will be made. Children traveling without parent(s) must have a letter of consent from the parent(s) not traveling, or death certificate. No refunds will be made if improper documentation results in denied boarding or entry.

Aircraft, flight changes and delays: Participant(s) are subject to the ticket terms and tariffs of the airlines, which, when issued, shall be the sole contract between the airline and the Participant(s).

Payment: A \$500.00 per person deposit is required at a booking's confirmation. As well, all air tickets must be paid in full at the time of deposit to guarantee the airfare. Full payment must be made no less than 60 days prior to departure. Reservations made within 60 days of departure are subject to immediate payment. Any reservation made within 30 days of departure will accessed a late fee of \$50.00 per person for special handling to cover the costs associated with expedited processing.

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* Reservations during certain holidays (i.e., Christmas, Carnival, Easter, Inti Raymi, etc.) may require additional deposits. You will be advised of any additional deposits upon confirmation.

Change fees: A \$35.00 per person / per revision fee on confirmed reservations, plus any penalties by the airlines, hotels, and local service provider.

Forms of payment: Cash, wire transfer, agency check, Visa, MasterCard, American and Discover card. Returned checks are subject to a \$50.00 service fee.

Cancellation and refund policy: The right to a refund if a participant changes plans is limited. All requests must be in writing and sent (return receipt) to the Operator. Operator will remit any refund to the participant(s) within 14 days after receipt of the cancellation request. If your notice is received, your liquidated damages (per person) will be:

* 90 - 60 days prior to departure: \$500 per person + supplier fees

* Within 60 days of departure: FULL PACKAGE PRICE

** During selected holiday and peak travel periods, such as; Christmas/New Year's, Carnival in Rio de Janeiro (Brazil), Inti Raymi in Cuzco (Peru), school breaks and Easter, your penalties may be higher and still subject to supplier fees. Please note: all packages (air/land, land-only, air-only) to Brazil during New Year's and Carnival are NON-REFUNDABLE once all arrangements have been confirmed and full payment has been received.

All requests for refunds after a trip must be made through the booking agent and submitted to the Operator within 7 days after completion of the tour. All appropriate receipts and documentation must accompany the refund request. No refund will be made for features the participant opts not to use during travel.

The rights and remedies made available herein are in addition to any others available under applicable law. However, Operator offers refund under this contract with the express understanding that endorsement of a refund Participant(s) constitutes a waiver of any such additional rights and remedies.

Forum for disputes: Participant and Operator agree to resolve any dispute in a court of competent jurisdiction in the State of North Carolina.

***** DOCUMENTS WILL NOT BE SHIPPED UNTIL THIS FORM IS RETURNED TO MARNELLA TOURS *****

Marnella Tours Res #: _____ Travel dates: _____

Passenger's Names: _____

Flight Info (Land Only bookings): _____

Cardholders Name: _____

Billing Address: _____ City _____ State _____ Zip _____

I hereby authorize Marnella Tours Inc. to charge to this credit card for the amount of:

Deposit US \$ _____ Date _____ Balance US \$ _____ Date _____

Credit Card Number: _____ Exp: _____ SEC _____

I take full responsibility for the above mentioned charges and accept the terms and conditions.

Clients Signature: _____

Please list the full name (per the passport) and birth date of all passengers in the booking per TSA regulations:

- 1) Name: _____ DOB: _____ Passport#: _____ Nationality: _____
- 2) Name: _____ DOB: _____ Passport#: _____ Nationality: _____
- 3) Name: _____ DOB: _____ Passport#: _____ Nationality: _____
- 4) Name: _____ DOB: _____ Passport#: _____ Nationality: _____
- 5) Name: _____ DOB: _____ Passport#: _____ Nationality: _____
- 6) Name: _____ DOB: _____ Passport#: _____ Nationality: _____

***** PLEASE SIGN AND SCAN BACK TO INFO@MARNELLATOURS.COM, OR FAX TO 919-782-1665 *****