

Travel Terms and Conditions of the June-July 2019 Sousa Mendes Tour for Individual and Family Reservations

The undersigned, and any other person receiving goods or services under your TOUR package (individually and collectively "You") by joining the June-July 2019 Sousa Mendes Tour package, hereinafter ("TOUR") organized by the Sousa Mendes Foundation (SMF), referred to as "GUIDES," agree You received, read and agree to the terms and conditions set forth below, covering the TOUR and the GUIDES.

All space on the TOUR is available on a first-come, first-served basis. All reservations for the TOUR are considered confirmed once a timely deposit is received.

SCHEDULE OF PAYMENTS

To ensure reservation of Your TOUR, the following schedule applies.

On or before October 31, 2018 (or until spaces are filled), a \$250 deposit will be required by PayPal via GUIDES' website or by check payable to Sousa Mendes Foundation and mailed to: PO Box 4065, Huntington, NY 11743. This deposit will be refundable until December 1, 2018, minus any PayPal transaction fees.

The second installment in the amount of \$1250 per person must be received on or before February 1, 2019 by check in US dollars (US participants) or by PayPal via GUIDES' website (non-US participants). The second installment will be refundable until March 1, 2019, minus any PayPal transaction fees (for non-US participants paying by PayPal).

Concerning the pre-trip and post-trip extensions (combined), payment in full will likewise be due on or before February 1, 2019 and should be combined with the second installment into a single transaction. The rates for the extensions are: \$250 for St.-Emilion tour, \$250 for Estoril/Cascais/Sintra tour, or \$450 for the two extensions combined. Please note that the combined price is a discounted rate and that the discount expires on February 1, 2019. The refund policy for this payment is the same as for the second installment listed above.

The third and final installment of any remaining balance due must be received on or before May 1, 2019 and is payable by the same method as the second installment. The third installment is non-refundable. Any additional amount due for pre-trip or post-trip extension(s) (at the non-discounted rate) or single supplement will likewise be due on or before May 1, 2019 and should be combined with the third installment into a single transaction.

Late fees of \$10/day will be assessed for late payments (defined as payments received after the deadlines) and will be due via PayPal or check in US dollars before the commencement of the trip.

Payment covers all on-the-ground group activities and expenses including lodging, meals, bus transportation, and guides. Alcohol not included (with the exception of the pre-tour winery excursion). Air travel to Europe not included. Transportation to and from airports not included.

Space on TOUR is limited. Preference will be given to visa recipients and their family members as well as members of the Sousa Mendes family. Additional spaces, if any, will be made available to Holocaust educators and their companions (up to one companion per educator). Admission to the TOUR package is exclusively at the discretion of GUIDES.

GUIDES reserves the right to cancel Your reservation if deposits or final payments are delinquent. GUIDES also reserves the right to cancel Your reservation because of an Act of God or because enrollments/cancellations make Tour financial unworkable for GUIDES. Final payment for Your Package is due at time stated on the final Invoice issued by GUIDES. If Your late payment causes GUIDES to incur additional charges for Express Mail, Federal Express, or any other additional fees, GUIDE reserves the right to bill You for those additional fees. Package accommodations are based on two persons sharing one two-person hotel room (two beds or one large bed) with one private bath or shower.

Package costs and reservations for single or triple occupancy rates are available according to the following formula: single room supplement \$70/night; triple room credit \$70/night for the third person in the room. Single rooms, though assuring privacy, are generally smaller, while triple rooms usually consist of two beds plus a rollaway for the third person. GUIDES reserve the right to make substitutions or changes in the hotel(s) reserved for the TOUR, provided that such changes will be to hotels of similar or higher quality. In such cases, however, amenities may not be the same.

U.S. citizens require a valid passport for travel to Europe. Non-U.S. citizens should consult their consulate for the required documents. You must arrange transfers and transportation to the first hotel designated in Bordeaux at your own expense. Transfers and transportation to subsequent lodgings are included in the TOUR. Extension of the Package or trip beyond the offered optional one-day extensions is at your own expense.

PARTICIPANTS MUST CARRY THEIR OWN HEALTH INSURANCE AND PROVIDE PROOF OF INSURANCE TO GUIDES. IN ADDITION, THE PURCHASE OF TRIP INSURANCE IS STRONGLY RECOMMENDED. The GUIDES do not sell such insurance. You must obtain it on your own.

Passport and visa fees, locally assessed municipal sales taxes on rental vehicles, tips to motor coach drivers, portage, phone calls, laundry service and items of a personal nature, meals, or other services not specifically shown as included in package features are not included in the TOUR price.

I understand that GUIDES reserve the right to take photographic, film, video, or sound records of You during Your TOUR, and hereby agree that GUIDES may use any such photographic, film, video, or sound records (“Records”) for promotional and/or commercial purposes, and that GUIDES shall have the sole copyright to the Records.

All suits, proceedings or other actions between You and GUIDES arising out of or relating in any way to Your TOUR or these Terms and Conditions, whether founded in contract, tort or other legal theory, shall be submitted to the *in personam* jurisdiction of the Courts of the State of New York and the exclusive venue for all such suits, proceedings or other actions shall be New York City. You hereby waive any claim against or objection to *in personam* jurisdiction and venue in the Courts of the State of New York. The laws of the State of New York, without giving effect to its choice of law principals, shall govern all matters arising out of or relating to these Terms and Conditions or Your TOUR.

You agree to reimburse GUIDES for any reasonable attorneys' fees, costs, interest or other charges GUIDES incur as a result of any litigation or legal dispute between You and GUIDES relating to Your violation of these Terms and Conditions, whether or not actual litigation is commenced.

All bookings for this TOUR are accepted on the specific condition that GUIDES and its affiliates, associated companies, officers, directors, employees, agents, subagents, successors and assigns act only as booking agents for You as a passenger in regard to travel—whether by railroad, motor coach, rental car, private car, aircraft, boat or any other conveyance. GUIDES shall have no liability to You for injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of defect in any vehicle or conveyance or for any reason whatsoever, or through the acts of default or any company or person engaged in carrying out the arrangements of the TOUR. Neither GUIDES nor its affiliates, associated companies, officers, directors, employees, agents, subagents, successors or assigns shall be liable to You for loss or consequences due to delay, schedule changes or any cause or irregularity occasioned by cancellation, overbooking, or strikes of airlines, trains, hotels, car rental companies, ground service operators, in addition to *force majeure*, acts of God, etc. Under these circumstances, no portion of land arrangements will be refunded.

You agree to indemnify and hold harmless GUIDES and its affiliates, associated companies, officers, directors, employees, agents, subagents, successors and assigns from and against any and all claims, loss, damages, injury, liability and costs, including but not limited to reasonable attorneys' fees and court costs, however caused, resulting from, arising out of or in any way connected with Your TOUR provided that the provisions of this sentence shall not apply to loss or liability caused by the sole negligence of GUIDES. You agree to waive all claims against GUIDES for consequential damages (including but not limited to loss of income, loss of profit, expenses, loss of business, loss of reputation and loss of use) that may arise out of or relate to Your Package or these Terms and Conditions.

By clicking “I AGREE” You confirm that You have carefully read this document and fully understand its contents. You are aware that this is a release of liability and a contract between You and GUIDES, and You enter into this agreement of Your own free will on behalf of You and Your heirs.