

TERMS & CONDITIONS

Cherry Tree Lane Adventures, LLC

Please review the terms and conditions below effective 10AUG25.

Your acknowledgement of the Terms and Conditions will apply to everyone in your party that is traveling. It is essential everyone be aware of travel documents (Passport and Visa) requirements for the trip as well as other terms and conditions.

These terms and conditions ("Terms and Conditions") govern the relationship between Cherry Tree Lane Adventures, LLC d/b/a Cherry Tree Lane Adventures ("CTLA" and/or "we/us/our"), owned and operated by Shelly Cunningham, and you, the purchaser or traveler ("Client" and "passenger" and "you/your"). By planning travel with CTLA, you agree to be bound by these terms and acknowledge that CTLA acts solely as a booking agent for disclosed principal supplier tour operators, cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other services ("supplier(s)") and is not the source or provider of the travel services. These terms include warranties and disclaimers and exclusions of liability and may restrict your rights and remedies and provide protection to CTLA.

1. USE OF CTLA SERVICES, ACCESS AND INFORMATION FOR TRAVEL BOOKINGS

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 CTLA. You agree to be financially responsible for all travel bookings you make with CTLA, whether made on behalf of yourself or for other members of your traveling party. You warrant that all information supplied by you on behalf of yourself, members of your household, or others for whom you are authorized to transact business with CTLA is true and accurate. You agree that you will only make legitimate reservations or purchases with CTLA and its suppliers, and you acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

CTLA accepts all bookings solely as the booking agent for the travel suppliers on your itinerary. Separate supplier terms and conditions will apply to your reservation and purchase of

travel-related goods and services that you select, and you understand and agree that by booking travel through CTLA, you are also agreeing to the booking terms of each supplier partner you have selected for your itinerary. You agree that you will abide by the terms and conditions of purchase imposed by any supplier that you have selected as a service provider on an itinerary you have approved.

CTLA makes arrangements with third party suppliers as independent contractors for the various components that comprise your vacation package. CTLA takes all reasonable steps to ensure that proper arrangements have been made for your vacation. However, CTLA is not an agent of these independent travel providers and expressly disclaims any liability for their actions or omissions. Service providers reserve the right to refuse service to travelers at their sole discretion. CTLA assumes no liability for the acts of the service provider in refusing service. CTLA is not responsible for schedule changes issued by the airline and does not offer compensation for those changes. CTLA will not pay an increase in fare for an alternative airline.

CTLA is not liable or responsible for any arrangements made independently of CTLA. CTLA assumes no responsibility for costs or fees you incur for independent arrangements not booked through CTLA, inclusive of, but not limited to, airline, hotel, excursion, and travel protection related charges. If you make your own flight arrangements, CTLA is not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates, and cannot assist you with any schedule changes or delays related to air reservations you have made on your own arrangement. It may not be possible to earn frequent flyer or other loyalty points for reservations on your itinerary. With limited exceptions, hotel and airline rewards or points cannot be redeemed for travel arrangements made by CTLA.

2. RIGHT TO CORRECT ERRORS AND OFFERS SUBJECT TO AVAILABILITY

CTLA reserves the right to correct errors. In the event of any pricing error or omission, CTLA reserves the right to adjust such pricing or make any other corrections and re-invoice the trip. All offers, incentives and supplier promotions are subject to availability and may change without notice. You are advised to confirm reservations well in advance of your anticipated dates of travel to avoid disappointment, increases in fares and additional late booking fees.

3. PAYMENTS, CANCELLATIONS, AND CHANGES TO BOOKINGS

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through CTLA. By submitting a credit card authorization form to CTLA, you agree to allow CTLA to use your payment method to purchase travel products from our suppliers on your behalf. EXCEPTING IN CASES OF FRAUD, YOU AGREE NOT TO FILE ANY DISPUTE WITH YOUR BANK OR CREDIT CARD COMPANY TO AVOID OR VIOLATE ANY BOOKING TERMS AND CONDITIONS OF CTLA OR ITS SUPPLIERS, INCLUDING CANCELLATIONS OR CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND THE CONTROL OF CTLA OR ITS SUPPLIERS. IF YOU ATTEMPT TO CHARGEBACK, REVERSE OR RECOLLECT A PREVIOUSLY AUTHORIZED TRIP PAYMENT, CTLA 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. You understand that failure to make final payment or any violation of a supplier's conditions of purchase may result in cancellation of your reservations, in your being denied access to any flights, tours, hotels, cruises, or other travel services, or in your forfeiting any monies paid for your reservations. In some cases, there is NO REFUND once a booking is made and under deposit. You may not be entitled to a refund if you change or cancel your travel plans after confirmation of a booking. All cancellation requests must be sent to CTLA in writing. As a result of cancellation or changes to confirmed bookings, CTLA's and third-party supplier's cancellation penalties will apply. Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services or deducted from the supplier's refund. Travel Protection/Insurance is highly recommended so that any potential refunds or cancellation costs can be handled through the third-party insurance supplier.

If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, CTLA will attempt to assist you. Certain bookings may not be able to be changed, and you will be responsible for any increases in cost imposed by the supplier, as well as any CTLA

or supplier change fees. All requests for changes to a booking must be made in writing to CTLA. When tour, cruise or package prices are based on suppliers' contract rates, you will not be entitled to any refund for any unused portion of travel.

If you have authorized us to make travel arrangements using your frequent flyer miles or loyalty points, you may be required to provide us with passwords or log-in information for your accounts. Any reservations made using miles or points are subject to the terms of the applicable loyalty program.

4. TRAVEL DOCUMENTS and IDENTIFICATION REQUIREMENTS

It is the responsibility of each client to obtain and carry a valid passport book, visa(s), and all other documents required by applicable government regulations. Passport cards are not accepted for most international travel. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry acceptable identification in order to board a flight. Acceptable identification can be found at <http://www.tsa.gov> and examples include DHS-designated enhanced driver's license, REAL ID driver's license, US passport, or a foreign government passport.

Certain countries will not admit a passenger if their passport expires within six (6) months of the anticipated date of return. Non-United States citizens may require additional documentation, and you are responsible to make CTLA aware when traveling on a passport from a country other than the United States of America. CTLA neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel. Should a visa not be issued, CTLA is not responsible for lost payments made toward your trip. Please note that rules of each country regarding entry and exit may change at any time.

Children and infants may also require 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://help.cbp.gov> for additional information. The U.S. Customs and Border Protection Agency requires that for groups

of children under age 19 arriving to the United States by land or sea from 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 or group leader in writing.

The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on your tickets and booking records. You acknowledge that it is your responsibility to ensure that the information on your tickets and confirmations is accurate. Any discrepancy between your reservation and your travel documentation may result in denied boarding or an undue delay at an airport security checkpoint causing you to miss your flight, and any subsequent scheduled travel bookings on cruises and tours.

Your travel documents will be emailed to you once full payment is received.

WHEN YOU RECEIVE YOUR TRAVEL DOCUMENTS, IT IS YOUR RESPONSIBILITY TO REVIEW AND VERIFY ALL INFORMATION FOR ACCURACY. CONTACT CTLA IMMEDIATELY IF CHANGES OR CORRECTIONS ARE REQUIRED. IF YOU HAVE NOT NOTIFIED CTLA OF NECESSARY CORRECTIONS TO YOUR RESERVATION WITHIN TWENTY-FOUR (24) HOURS OF RECEIVING YOUR TRAVEL DOCUMENTS, CTLA BEARS NO RESPONSIBILITY FOR ANY ADDITIONAL COSTS ASSOCIATED WITH MAKING NECESSARY CORRECTIONS.

5. INDIVIDUAL ENTRY AND EXIT REQUIREMENTS

Each country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or prior criminal offense, contact that country directly for entry and exit requirements. You can visit the US State Department Website for further information about these requirements. See, <https://travel.state.gov/content/travel.html>. CTLA does not inquire about an individual's criminal record in the interest of respecting our clients' privacy. For example, if traveling to or through Canada, individuals with a Driving While Intoxicated (DWI)

record or with judgments for unpaid child support should review current entry requirements.

See: <https://www.canada.ca>.

Passengers returning to the U.S. by air from any international destination must have a valid passport, and may be denied boarding by the airline if the passport is damaged, mutilated, or has excessive wear. A "Passport Card" is not acceptable. If your name on your passport (or for non-U.S. citizens, "valid travel documents") does not match your name on your travel documentation, you will not be allowed to travel. A passport valid for up to 6 months past the date of completed travel is required when traveling internationally. Married or divorced women traveling under names other than what is printed on their travel documents must supply a marriage license and/or divorce decree. If you are not a U.S. citizen, contact your destination's consulate or embassy to determine required entry documents.

Passports are NOT required for travel within the continental U.S., Hawaii, Puerto Rico, and the U.S. Virgin Islands. However, travel to these U.S. destinations/ U.S. territories requires a valid state/government-issued picture I.D. or valid state-issued driver's license . Beginning May 7, 2025, your valid state/government issued picture I.D. or valid state-issued driver's license must be compliant with the Real ID ACT in order to board domestic flights and access certain federal facilities. Visit dhs.gov/real-id for more information. If it is not compliant, visit tsa.gov/travel/security-screening/identification for alternate forms of acceptable ID.

Any passenger who is denied boarding due to lack of proper documentation will have the sole responsibility of any cancelation fees or loss of trip components. **Failure to comply with the above requirements will result in you not being allowed to travel and no refund will be given by CTLA.**

6. IMMUNIZATIONS AND HEALTH SCREENINGS

You must have the proper immunizations and health screenings and required documentation of such immunizations and screenings before travel. CTLA shall not assume responsibility for the accuracy of health, vaccination, or documentation requirements prior to departure or upon landing at the final destination. In some cases, required inoculations must be recorded by client's health practitioner on a valid vaccination certificate, which the client must carry for proof of inoculation. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the State Department Web site <http://travel.state.gov>, for relevant information relating to travel to specific destinations, and the Center for Disease Control <http://wwwnc.cdc.gov/travel> relating to health issues related to travel.

7. PASSENGER'S WARRANTIES AND FITNESS; PREGNANCY; ACCESSIBILITY LIMITATIONS; HEALTH AND SPECIAL NEEDS.

a. **Warranties and Fitness.** You warrant: that you and all other Passengers traveling in your party are physically, emotionally and otherwise fit to undertake the cruise, trip, or tour and that you and they have received all medical inoculations or vaccinations necessary; that you and they will at all times comply with the supplier's rules and regulations and orders and directions of the tour conductor/operator/supplier's medical staff, as applicable, and that your conduct will not impair the safety of or jeopardize other passengers. CTLA is not required to provide any inoculations, vaccinations or specialized health or mental care during your travel and all such arrangements are your responsibility. A Fit to Travel Letter may be required of any passenger with significant health issues and where allowed by applicable law. You are further advised that the living standards and practices at your travel destination(s), including those with respect to the provision of utilities, services and accommodation, may differ from those found in the U.S.

b. **Special Needs.** Guests are strongly encouraged to advise CTLA of any accessibility requirements prior to booking so it can be determined if reasonable accommodations are available. Passengers are requested to advise CTLA in writing, at or prior to the time a trip is booked, of any physical, emotional or mental condition which may require professional attention during travel, including if the passenger requires the use of a wheelchair or other mobility equipment, not to exceed 22" in width. Passenger must bring and be solely responsible for all necessary items related to the medical condition or mobility challenge. CTLA endeavors to reasonably accommodate special access needs but cannot guarantee it will be able to do so in all cases. When requested due to safety concerns and where allowed by applicable law, you must provide a Fit to Travel letter from your physician.

c. **General Accessibility Limitations.** Some ports of call may have physical conditions which may preclude certain passengers from going ashore or participating in certain tours/excursions. Many locations with lack of wheelchair, walker or scooter accessibility, extended periods of standing and steps, are inherently present in tours that may not be

appropriate for guests with certain medical conditions and physical restrictions. Airports in certain regions typically do not have ramps or elevators. Passengers/clients cannot expect U.S. standards of ADA accessibility to be present in international locations. Passengers using walkers, crutches or other mobility aids or who may need physical assistance throughout the trip should consider these needs when making a booking. Motorized scooters typically cannot be taken on board an aircraft. Most transportation services are not equipped with elevators or wheelchair ramps. CTLA is not liable for any denial of services by suppliers, air carriers, hotels, restaurants or other independent suppliers. Client assumes the full risk of use and of any prohibitions imposed by the supplier or third-party vendors. Motorized scooters are not typically suitable on international tours.

8. RISKS AND SAFETY

Travel to certain destinations may involve greater risk than others. CTLA urges clients to remain informed on a daily basis as to current news events, 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 health and safety conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <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, CTLA 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.

In the event of emergent health or safety concerns, once CTLA has investigated the prevailing situation, CTLA shall have the sole and absolute discretion whether to proceed with any CTLA escorted trip or private departure, or to make alterations to the itinerary.

9. HAZARDOUS MATERIALS

Federal law prohibits passengers from bringing hazardous materials on the aircraft.

(1) 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 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radio-active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals. Client is responsible for following all airline regulations concerning lithium batteries in luggage.

(2) 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>.

10. INSECTICIDE NOTICE

It is recommended that you refer to the 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>.

11. AIR TRAVEL, SCHEDULE RECONFIRMATION, CHECK-IN

An airline ticket is a contract between the client and the air carrier, even if you purchase through CTLA. If you purchase air travel through CTLA, you acknowledge and agree that CTLA does not have the right to control the operations of independent airlines, and agree that CTLA is not liable for any personal injury, property damage related to your purchase of air tickets or air travel, including, but not limited to any act, error, omission, injury, loss, accident, or delay caused by any act, error or omission of the airline, including their failure to deliver services, partial or

inadequate delivery of services, airline policies including refund or rebooking policies, fees for checked or carry-on luggage, fuel increases, bankruptcy or cessation of operations.

You understand and agree that Cherry Tree Lane Adventures functions solely and exclusively as a booking agent for the air carrier, and you understand and agree that any refund for cancelled or delayed flights, baggage fees or seat assignments must come directly from the airline and not from CTLA.

CTLA shall not assume any responsibility for any air schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares. Airline e-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise. Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights.

Many airlines charge fees for checked and/or carry-on bags. Fees vary and are set by each air carrier. Information on carrier baggage policy and fees, liability for lost, misconnected and damaged baggage or other personal property can be obtained through your travel agent, by contacting the air carrier directly, by requesting them at the airport, or by clicking [here](#). Carry-on luggage is limited to one bag per person and must be small enough to fit beneath the seat in front of you. Excess/oversized baggage may be denied at check-in or subject to additional charges. CTLA accepts no liability for loss or damage to luggage and recommends a TSA-approved lock. All lost or damaged luggage must be reported to an airline representative at the destination airport by the passenger before you leave the airport. Some airlines do not cover damage to soft-sided luggage. For the most up-to-date information on prohibited and permitted items, please visit the [Transportation Security Administration](#) website.

Frequent Flyer mileage accrual is at the discretion of the airline(s). CTLA has no liability if accrual of miles or points is denied or if upgrades are not allowed. Many airlines do not permit

upgrades on airfare purchased in certain fare classes or when using frequent flyer miles, loyalty status or certificates.

Seat assignments are not guaranteed even after they are assigned, and CTLA has no control over airline seat assignments. Most airlines charge a fee to pre-book a seat.

If you have not paid for your vacation in full, you will be responsible for any increases in the price of any and all components of the vacation package. CTLA reserves the right to re-invoice your reservation should an error be made in computing your vacation price. Mandatory taxes, fees, and surcharges imposed by U.S. and foreign governments, airlines, and hotels are included in the total vacation price and are subject to change at any time. Some may be payable in destination. Mandatory taxes and fees payable to third parties may include, but are not limited to, hotel resort fees, energy surcharges, environmental levies, and departure taxes. Pay in Destination charges provided to us by third parties at the time of booking may fluctuate based on length of stay, room type, and exchange rates at time of travel. You may incur additional expenses for optional products and services that are not included in the package price, including but not limited to (unless otherwise noted): gratuities, meals and beverages; passport/visa fees; airline seat assignments and baggage fees; car seats; rental cars; transfers, optional excursions; and items of a personal nature. Rates for packages including a rental car do not include state/local taxes, gasoline, optional insurance, Collision Damage Waiver (CDW), under-age driver charges if under the age of 25, or airport charges, which are payable directly to the rental car company. Minimum age requirements may apply- contact your travel advisor or the rental car company for specific information. A valid driver's license and major credit card in driver's name are required.

12. Special Requests

If you request special arrangements such as adjoining rooms/room locations, bedding requests, specific assistance or special meals, CTLA will pass on your request to the vendor on your behalf. However, since these requests lie outside our contracts with our suppliers, we cannot guarantee special requests unless otherwise stated.

13. LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE

CTLA acts solely as a booking agent for disclosed principal suppliers and is not the source or provider of any travel service. Each supplier is an independent entity with its own management and is not subject to the control of CTLA. The suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and you consent to the use of those suppliers.

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 CTLA bears no responsibility for any changes.

BECAUSE CTLA 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 THAT CTLA IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. CTLA 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 CTLA, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILLFUL 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, THEIR CANCELTION AND REFUND POLICIES, FUEL INCREASES, BANKRUPTCY, OR CESSATION OF OPERATIONS AND OTHER MATTERS OUTSIDE OF CTLA'S CONTROL, AND YOU HEREBY EXONERATE CTLA FROM ANY LIABILITY WITH RESPECT TO THE SAME.

CTLA HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL TRANSACTIONS AND CLIENT AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM CTLA WILL BE LIMITED TO THE AMOUNT OF COMMISSION AND FEES ACTUALLY RECEIVED BY CTLA.

CTLA is not responsible for any loss of personal belongings or luggage, illness, or accidents that occur to/with traveler.

14. FORCE MAJEURE

CTLA will not be in breach of these terms and conditions or otherwise be liable to you, for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, including web host and internet service provider, breakdown or malfunction of equipment, destruction of or serious damage to facilities, natural catastrophes including, but not limited to extreme weather events, floods and volcanic eruptions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, and any other unforeseen circumstance which is beyond the control of CTLA. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

In addition, each of CTLA's suppliers have terms and conditions which include Force Majeure provisions. In the event that a Force Majeure event occurs, those suppliers may be entitled to, and may in their sole and absolute discretion, vary, postpone or cancel any itinerary or arrangement in relation to the trip. Payment of any refund to you as a result of the non-performance of any obligations hereunder shall remain in the sole and absolute discretion of the supplier pursuant to their policies, although CTLA shall use its reasonable efforts to secure reimbursement for you where possible.

15. CLIENT CONDUCT

When you book with CTLA, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other supplier. You must indemnify CTLA for the full amount of any claim (also including legal costs) made against us. CTLA is not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold CTLA or any of its related entities liable for any actions taken under these terms and conditions. Baggage and personal effects are at all times the sole responsibility of the participant.

Any transportation, possession or use of illegal drugs will result in immediate termination of your trip and may result in prosecution by law enforcement authorities. You are responsible for knowing and observing the licensing laws for drug possession (including prescription and over the counter drugs) for all countries and states you are visiting. Laws may require you to carry a prescription from your doctor.

16. CURRENCY FLUCTUATIONS

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

17. TRAVEL INSURANCE

CTLA OFFERS ACCESS TO TRAVEL INSURANCE TO PROTECT PASSENGERS AND THEIR INVESTMENT IN TRAVEL. 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. Without appropriate travel insurance, you understand and agree that if you cancel or interrupt your travel for any reason, portions of the trip/tour may not be refunded and CTLA's and travel suppliers' 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 CTLA, however if you decline to purchase insurance, CTLA may require that you execute an insurance waiver. CTLA is not a licensed insurance broker, and its advisors 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 any travel insurance selected. It is your responsibility to know what your insurance policy covers, and to put alternative coverage in place, if you wish to insure for conditions that are excluded by your policy. CTLA CANNOT GUARANTEE THAT ANY INSURANCE PROVIDER WILL APPROVE COVERAGE FOR A CLAIM MADE UNDER THE INSURER'S POLICY AND MAKES NO REPRESENTATIONS ABOUT THE EXTENT OF COVERAGE FOR ANY POLICY IT MAY OFFER OR QUOTE.

18. RESERVATION OF RIGHTS AND CHANGES TO THESE TERMS

CTLA reserves the right, in its sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, will be posted on our website and are effective immediately on posting.

19. GENERAL

Cherry Tree Lane Adventures respects your privacy. Any personal information you provide will only be used to facilitate travel arrangements and will not be shared with third parties unless required for booking or service purposes. We adhere to all applicable data protection laws.

The laws of the State of Texas govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to travel bookings with CTLA. Any claim against CTLA must be brought within 3 months after the date of the completion of the trip and not later. CTLA shall not in any case be liable for damages other than compensatory damages, and you waive any right to claim punitive or exemplary

damages. You agree that you may only bring claims in your individual capacity and not as plaintiffs or class members in any class action, proposed or purported class action, or other representative action, regardless of the type of proceeding. You expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Client and CTLA with respect to travel bookings made with CTLA by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and CTLA with respect to communications with CTLA. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Contact Information

For any questions or concerns regarding these Terms and Conditions or the services provided, please contact:

Cherry Tree Lane Adventures, LLC
Shelly Cunningham, Sole Proprietor
Email: CherryTreeLaneAdv@gmail.com
Phone: 940-781-4505
Website: CherryTreeLaneAdv.com

Effective 10AUG25