

Beyond The Wedding Travels LLC

Travel Management Services Agreement

This Travel Management Services Agreement ("Agreement") is entered into between Beyond The Wedding Travels, LLC("Travel Advisor" and/or "BEYOND THE WEDDING TRAVELS"), a company duly organized and existing under the laws of Michigan, with its principal office located in Macomb County, Michigan and "Client". Travel Advisor and Client are collectively the "Parties" for the purposes of this Agreement.

WHEREAS, Travel Advisor desires to perform travel management services on behalf of Client, and Client desires to have travel management services performed for it by Travel Advisor, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and intending to be legally bound, the Parties agree as follows:

1. **Travel Management Services.** Travel Advisor shall provide the following travel management services (collectively referred to as "Travel Services") on behalf of Client during the term of this Agreement:
 - a. At Client's request, Travel Advisor will assist in identifying and booking accommodations that align with Client's preferences, budget, and travel plans. Travel Advisor will present a selection of options for Client to view and select from. Travel Advisor acts solely as an intermediary and will handle communications with the selected accommodation Travel Advisor, including reservation confirmations and reasonable changes.
 - b. Travel Advisor shall issue and deliver all travel tickets and itineraries on a timely basis. Travel itineraries shall include a comprehensive outline of all airline (or other travel mode), hotel, car rental and other relevant reservations, including relevant information pertaining to travel destinations, cancellation policies, emergency contact numbers, etc. Travel Advisor shall change, cancel or reschedule reservations as may be requested by Client or Client personnel from time to time.
 - c. Travel Advisor will assist in researching and booking flights based on Client's travel dates, preferences, and budget.^[1] Travel Advisor does not book basic economy fares or utilize Client's personal airline points. If such points are used or Client wishes to use a non-recommended airline or class of service, Client must book directly and share itinerary with Travel

Advisor for confirmation of connection times. Travel Advisor will monitor booked flights on travel days and may assist with issues outside of airline's control if given access.

- d. Travel Advisor will investigate and/or respond to inquiries from Client or Client personnel regarding travel arrangements, fairs, itineraries, etc.
- e. Travel Advisor may suggest and facilitate off-site excursions offered by independent third-party vendors. Travel Advisor will use reasonable efforts to provide available information such as itineraries, costs, and activity details, but makes no guarantees regarding accuracy, availability, or vendor performance. Travel Advisor acts solely as an intermediary and is not responsible for the quality, safety, reliability, or execution of any third-party services. All excursions are undertaken voluntarily at Client's own risk, and any disputes, injuries, losses, or cancellations must be resolved directly with the third-party vendor. Travel Advisor shall not be liable for any damages arising from participation in such excursions.
- f. Travel Advisor represents that the Travel Services shall be performed by qualified personnel in a professional and workmanlike manner that is service-oriented and responsive to the needs of Client in accordance with the highest quality standards employed in the travel industry. Travel Advisor shall comply with all statutes, ordinances, regulations and laws of all international, federal, state, county, municipal or local governments applicable to carrying on of its business and its performance of the Travel Services hereunder.
- g. The Travel Advisor may offer guidance on travel documentation, including passports and visas, but Client is solely responsible for obtaining, verifying, and carrying all required documents for travel. This includes, but is not limited to, valid passports, visas, vaccination records, and any other entry or exit documentation required by destination countries. Traveler/Participant is strongly encouraged to visit the U.S. State Department's website at <https://travel.state.gov> and the U.S. Centers for Disease Control and Prevention website at <https://www.cdc.gov>.
- h. Travel Advisor may arrange third-party wellness services such as in-room massages, spa treatments, personal training sessions, or private yoga instruction. These services are provided by independent third-party vendors, and the Travel Advisor does not operate, supervise, or control the service Travel Advisors. Client acknowledges that participation in such

wellness services is voluntary and may involve physical activity or personal contact.

- i. The Travel Advisor may, upon Client's request and subject to availability, assist or arrange for dinner reservations or off-site dining experiences in the destination area. The Travel Advisor will use reasonable efforts to secure such reservations in advance of arrival but does not guarantee availability or acceptance by the restaurant. All costs for meals, gratuities, transportation to/from the restaurant, special menu pricing, and other incidental charges are the responsibility of the Client unless otherwise agreed in writing. If a reservation must be canceled or cannot be fulfilled (e.g. due to restaurant closure, scheduling conflicts, or force majeure), the Travel Advisor incurs no liability beyond any refunds or credits that may be obtained from the restaurant or third-party supplier.
- j. Travel Advisor may arrange for the Client to meet with the Chef (or appropriate culinary staff) at a restaurant or dining venue, or to submit meal requests (e.g. dietary restrictions, menu modifications). Such requests must be submitted to the Travel Advisor in writing not less than thirty (30) days prior to service. The Travel Advisor will relay the requests and make reasonable efforts to have them accommodated but makes no guarantee that the Chef or dining venue will accept or honor them.
- k. The Travel Advisor may assist the Client in securing tickets for shows, sporting events, and celebrations. All arrangements are made at the Client's request, and the Client remains responsible for any costs associated with such tickets or events.
- l. The Travel Advisor can locate, coordinate, and book a photographer, either on-site or off-site, for the Client and their travel party.
- m. Travel Advisor may, upon request, assist Client in coordinating on-site childcare or provide referrals to third-party childcare providers. All such services are arranged through independent vendors, who operate separately from Travel Advisor. These vendors are solely responsible for their operations, including but not limited to staff, licensing, qualifications, and the quality of care provided. Travel Advisor does not endorse, warrant, or assume any responsibility or liability for services provided by these third-party vendors. Client agrees to conduct their own due diligence and assumes all risks associated with engaging such services.

2. Duties of Client. During the term of this Agreement:

- a. Client will be responsible for all travel costs and charges, including, without limitation, prepaid ticket charges, penalties, cancellation charges, airline or rail service fees, penalty fares and processing fees with respect to Client's Travel Services, unless incurred as a result of the negligence or misconduct of Travel Advisor. In addition, Client will be responsible for any theft of ticket stock held on Client's premises unless such theft is caused by the negligence of Travel Advisor, including the failure of Travel Advisor's personnel to adequately deliver or secure the ticket stock. Client will make Travel Advisor aware of all employee terminations and additions so only authorized travelers will have access to the Travel Services. Client shall have no financial responsibility for payment of the Travel Services rendered except as expressly provided for in this Agreement.
- b. Client is responsible for confirming final airline or rail details and complying with airline check-in and boarding requirements.
- c. Client must decide the final accommodations for the travel plans.
- d. Client shall pay for any out-of-pocket costs incurred for Travel Services performed on behalf of Client by Travel Advisor, including but not limited to visa and passport processing and issuance of prepaid tickets.
- e. Client agrees to provide a minimum of one (1) full business day's notice for any requested changes to the itinerary. Travel Advisor will use commercially reasonable efforts to accommodate such changes. Client acknowledges and accepts responsibility for any additional costs, fees, or penalties imposed by third-party vendors and providers as a result of such changes, and agrees that Travel Advisor shall not be held liable for those charges.
- f. Client shall incur no liability under this Agreement or otherwise with respect to Travel Services not properly performed.

3. Unacceptable Behaviors and Activities

- a. Discrimination, Sexual Harassment, and Bullying: Federal law and state law, prohibit Agents from discriminating against Travelers/Participants on the basis of protected characteristics, including, but not limited to: sex, sexual orientation or preference, gender, gender identity, race, color, religion, national origin, creed, citizenship status, ancestry, age, marital status, pregnancy, childbirth or related medical conditions, medical conditions including genetic characteristics, mental or physical disability,

and military or veteran status. The Agent supports a Zero Tolerance Policy for any form of discrimination, including sexual harassment and bullying. Zero Tolerance means that every claim of harassment or discrimination is taken seriously, with a goal to deter and eliminate undesirable conduct. A Zero Tolerance Policy imposes automatic punishment for violations of the Agent's Non-Discrimination Policy. This will be in effect regardless of any individual culpability. Anyone who violates this policy of zero tolerance is subject to appropriate disciplinary action, up to and including immediate termination of the Service Agreement or dismissal as a Traveler/Participant who engages in Discrimination, Sexual Harassment, and/or Bullying of other travelers, employees or contractors of the Agent, employees or contractors of transportation services, hotels and other overnight accommodations, excursions, events, and the like. Parties who engage in these behaviors hereby irrevocably waive any right to a refund for payments tendered.

- b. Drunkenness/Disorderly Conduct: The Agent supports a Zero Tolerance Policy for any form of Drunkenness/Disorderly Conduct that affects the peaceable enjoyment of travel, excursion, overnight accommodations, and the like of any other travelers, of the employees or contractors of the Agent, and of the employees or contractors of transportation services, hotels and other overnight accommodations, excursions, events, and the like. Zero Tolerance means that every claim of Drunkenness/Disorderly Conduct (including threats or actual physical violence) is taken seriously, with a goal to deter and eliminate undesirable conduct. A Zero Tolerance Policy imposes automatic punishment for violations of the Agent's Non-Drunkenness/Disorderly Conduct Policy. This will be in effect regardless of any individual culpability. Anyone who violates this policy of zero tolerance is subject to appropriate disciplinary action, up to and including immediate termination of the Service Agreement or dismissal as a Traveler/Participant who engages in Drunkenness/Disorderly Conduct which negatively impacts other travelers, employees or contractors of the Agent, employees or contractors of transportation services, hotels and other overnight accommodations, excursions, events, and the like. Parties who engage in these behaviors hereby irrevocably waive any right to a refund for payments tendered.
- c. Controlled Substances: The consumption of alcoholic beverages and other controlled substances is subject to country-by-country and state specific regulations. A Traveler/Participant shall not provide alcoholic

beverages and/or other controlled substances to persons who are legally under age for such substances in said jurisdiction. A Traveler/Participant who is of legal age to consume alcoholic beverages and other legal controlled substances does so assuming all risk of injury, including death. A Traveler/Participant who consumes alcoholic beverages or other illegal controlled substances which are not authorized for public consumption in a country or location does so assuming all risk of injury, including death and assumes all risks of the legal repercussions of engaging in illegal activities, including but not limited to incarceration. The Traveler/Participant hereby waives any and all claims against the Agent, its agents, employees, independent contractors, successors, and assigns, for their voluntary consumption of alcoholic beverages and other controlled substances in any location.

4. Fees and Payments.

- a. Professional Service Fee. Following a complimentary consultation, Client agrees to pay a non-refundable service fee, the amount of which is determined at the discretion of Travel Advisor based on factors such as the number of travelers, travel dates, complexity of itinerary, and number of destinations. No services will be rendered until this fee is paid in full. If Client changes any details after a proposal has been issued, Travel Advisor reserves the right to charge an additional non-refundable service fee before continuing services. All proposals are valid for seven (7) days from the date issued. If booking is not complete within this period, Travel Advisor may revoke the proposal and require an additional service fee to proceed.
- b. Deposits and Reservation Confirmation. All prices are in US Dollars. Pricing is dynamic and not guaranteed. Client should be prepared to pay a deposit within three (3) to five (5) business days of receiving a document pertaining to the proposed travel plans ("Proposal"). Saturday, Sunday, and U.S. legal holidays are not considered business days. Travel Advisor will communicate any pricing or availability changes that occur during this time. All deposits are non-refundable except under conditions expressly outlined in this Agreement (e.g., Travel Advisor-initiated cancellation or force majeure). This policy reflects planning and non-recoverable expenses incurred by Travel Advisor.
- c. Final Payment. The final balance is due no later than forty-five (45) days before departure or the service commencement date, unless the vendor

requires earlier payment. The final payment will be clearly stated in Client's proposal and invoice. Depending on the vendor's policy, final payment may be due between thirty (30) and one hundred twenty (120) days prior to departure. Travel Advisor will provide the applicable deadline at the time of booking. Travel Advisor will send automatic reminders one month, two weeks, and twenty-four (24) hours before the payment due date. If the payment date falls during a period when Travel Advisor representative is traveling, Client will be asked to remit payment in advance to avoid any issues. Failure to pay the final balance on time may result in cancellation of services without notice. A late fee of ten percent (10%) of the outstanding balance may be assessed to compensate for administrative costs. At Travel Advisor's sole discretion, a customized payment plan may be offered. Any such plans must be agreed in writing. After the package is paid in full, the package price is subject to change due to imposition of taxes or other governmental requirements. Prices are also subject to change due to modifications to the package or to package components. Costs not included in the package price: parking (self and valet), incidentals (e.g., room service, movies, games, honor bar), gratuities, laundry, long distance telephone calls, child care, activities, beverages, meals, sundries, sightseeing or any other items or services not specifically included as a component or feature of the package.

- d. Payment Methods. Client shall remit payment for all fees and charges under this Agreement via bank transfer or credit card, at Client's election. All payments must be made in United States Dollars (USD). Travel Advisor does not accept cash or checks unless otherwise agreed in writing.
- e. Chargebacks and Payment Disputes. Client agrees to contact Travel Advisor in writing to attempt to resolve any billing concerns before initiating a credit card dispute or chargeback. Initiating a chargeback without first providing written notice and a reasonable opportunity for Travel Advisor to resolve the issue shall constitute a direct violation of this Agreement and a material breach of this Agreement. Client further agrees to reimburse Travel Advisor for any fees, costs, administrative expenses, or penalties incurred as a result of a chargeback initiated in violation of this Agreement.
- f. Additional Fees. Client acknowledges that any changes to the Services, including but not limited to modifications to travel dates, accommodations,

transportation, or other itinerary components, may result in additional charges ("Additional Fees"). Travel Advisor will notify Client in advance of any such Additional Fees and will not proceed with the requested changes without Client's prior approval. All approved Additional Fees shall be paid by Client in accordance with the payment terms set forth in this Agreement. If Client fails to timely pay any Additional Fees, Travel Advisor reserves the right, in its sole discretion, to withhold implementation of the requested changes or to cancel the affected portion of the Services without further liability. In the event that an approved change results in a reduction of cost, Travel Advisor will refund the difference to Client.

5. Term and Cancellation.

- a. Term Period. This Agreement shall remain in effect from the Effective Date until Client has returned to their home from the trip arranged under this Agreement, unless earlier terminated in accordance with the terms herein. In the event Client's return date is delayed or uncertain, this Agreement shall remain in effect until Client notifies Travel Advisor in writing of their return, or until thirty (30) days following the originally scheduled return date, whichever first occurs.
- b. Right to Cancel. Either party may cancel or terminate this Agreement immediately, in the event of any material breach of the terms or conditions of this Agreement by the other party, which breach is not remedied within fifteen (15) days of written notice by the non-breaching party requiring it to be remedied. Such termination shall not relieve Client of its obligation to pay for Travel Services provided before termination. Either party may terminate this Agreement immediately at its option upon written notice if the other party: (1) becomes or is declared insolvent or bankrupt; (2) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) calendar days after its filing; (3) ceases to do business in the normal course; or (4) makes an assignment for the benefit of creditors. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. §365. Such termination shall not relieve Client of its obligation to pay for Travel Services provided before termination.

- c. Client Cancellation. Client acknowledges that most travel bookings are non-refundable, and that cancellations may result in charges of up to one hundred percent (100%) of the total booking cost, regardless of whether travel has commenced. All cancellations must be submitted in writing. The following cancellation fee schedule represent "Travel Advisor" planning and administrative fees and are separate from, and in addition to, any penalties imposed by third-party travel suppliers.: (i) if Client cancels more than thirty (30) days prior to departure then the cancellation fee equal to ten percent (10%) of the total booking cost; (ii) If cancellation is thirty (30) days or fewer prior to departure then the cancellation fee is equal to fifty percent (50%) of the total booking cost; or (iii) if there are any no shows or failure to travel then no refund shall be issued, and Client remains liable for one hundred percent (100%) of the total booking cost. These fees are in addition to any penalties or charges imposed by third-party vendors (e.g., airlines, hotels, tour operators). In all cases where Travel Advisor incurs liability, cancellation fees, or other costs due to Client-initiated cancellation, Client agrees to indemnify and reimburse Travel Advisor in full.
 - d. Refund Processing. Refunds, if available, will depend on the policies of the applicable third-party vendors. Travel Advisor does not guarantee refunds unless confirmed in writing by the relevant vendor(s). If a refund is approved, it will be processed within fourteen (14) business days of the Travel Advisor receiving a valid cancellation request and written confirmation of any refundable amounts from the vendor(s). (Saturday, Sunday and U.S. legal holidays are not considered business days.) Refunds will be issued to the original payment method used by Client. If this method is no longer valid, Client must provide updated payment details in writing. Travel Advisor will provide Client with written confirmation of any processed refund, including the amount, date, and method of refund.
6. **Confidentiality**. The Parties acknowledge and agree that during the term of this Agreement, each may receive confidential information from the other party. "Confidential Information" shall mean (1) information relating to a party's products or business including, but not limited to, the travel plans and arrangement of Client's personnel and customers, the computer software or other technical information, business plans, financial records, customers, suppliers, products, product samples, strategies, inventions, designs, marketing, procedures, sales aids or literature, contractual agreements, pricing, price lists, and know-how or

other intellectual property of the parties and their affiliates that may be at any time furnished, communicated or delivered to the other party, whether in oral, tangible, electronic or other form and (2) all other non-public information provided by one party to the other including, but not limited, to financial, technical and business information, and all non-promotional materials furnished by one party to another. This Agreement and its terms and conditions shall be considered Confidential Information.

- a. Protection of Confidential Information. The Parties shall protect the other party's Confidential Information by using the same degree of care as the receiving party uses to protect its own information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information. The receiving party agrees not to use the disclosing party's Confidential Information for its own purpose or for the benefit of any third party, and shall not reproduce the Confidential Information, without the prior written approval of the other party.
- b. No Obligation to Preserve. The Parties shall not have any obligations to preserve the confidential nature of any Confidential Information that (1) the receiving party can demonstrate by competent evidence was rightfully in the receiving party's possession before receipt from the other party; (2) is or becomes a matter of public knowledge through no fault of the receiving party; (3) is rightfully received by the receiving party from a third party without, to the best of receiving party's knowledge, a duty of confidentiality; (4) is independently developed by the receiving party without use of the other party's Confidential Information; or (5) is disclosed by receiving party with the other party's prior written approval.
- c. Duty to Disclose. If the receiving party is confronted with legal action to disclose Confidential Information received under this Agreement, the receiving party shall, to the extent legally permissible, promptly notify the disclosing party and reasonably assist the disclosing party in obtaining a protective order requiring that any portion of the Confidential Information required to be disclosed be used only for the purpose for which a court issues an order, or for such other purposes as required by law. Upon request by the disclosing party at any time or upon the expiration or earlier termination of this Agreement, the receiving party shall promptly return to the disclosing party all originals and copies of the Confidential Information or, alternatively, at the request of the other party certify destruction of all

originals and copies of Confidential Information. The obligations in this provision shall survive for three (3) years beyond the termination or expiration of this Agreement.

7. **Insurance.** Unless otherwise prohibited by law, the Traveler/Participant is required to purchase and maintain travel insurance during the entire length of the travel package, individual vacation package, Group Social Event, Retreat, or Hosted Tour, up through, and including the date of return (as may be extended by changes in itineraries). Travel insurance premium payments are non-refundable. The Traveler/Participant is individually responsible for paying for travel insurance and ensuring adequate coverage. Coverage should include, but not be limited to: illness, injury, property damage, loss of personal items, death, cancellation and any other potential losses, damages, expenses, and/or liabilities. BEYOND THE WEDDING TRAVELS, and its affiliates, are not responsible or liable for any loss, damage, expense, cost, or any other travel contingency which may arise or result from a booked travel package. You may not be permitted to travel on specific Retreats, Hosted Tours, or Group Social Events without first providing written proof of travel insurance to BEYOND THE WEDDING TRAVELS's authorized representatives.

- a. Travel insurance is strongly recommended, even when not required, and is available through multiple independent travel insurance providers. Travel insurance typically provides coverage for trip cancellation and interruption, baggage protection and delay, travel accidents and delay, and emergency medical and dental services and certain associated transportation. If the Traveler/ Participant does not purchase travel insurance, the Traveler/Participant is responsible for any medical expenses, any medical evacuation costs, and any other costs arising during travel.
- b. Generally speaking, Vendor travel insurance policies ("Plan") provide insurance coverage for trip cancellation and interruption, baggage protection and delay, travel accidents and delay, and emergency medical and dental services and certain associated transportation, on select trips. You may elect to purchase the Plan at the time of booking or at any time prior to, or at the time of, final payment. If you purchase and pay for the Plan in full within 7 calendar days of the initial trip deposit/payment (but no later than when final payment is made), certain pre-existing medical conditions may also be covered; however, if you purchase and pay in full for the Plan more than 7 calendar days after the initial trip

deposit/payment (but no later than when final payment is made), pre-existing medical conditions will not be covered. Conditions and restrictions apply per insurance carrier. Insurance plans are non-refundable and non-transferable.

8. **Service Providers/Tour and Excursion Operators.** As part of your booking, BEYOND THE WEDDING TRAVELS may license or engage qualified professional tour operators to organize and administer activities or travel. Any such designated tour operator, its parent, subsidiaries, and assigns, and their respective employees, affiliates, officers, directors, successors, representatives, agents and assigns (collectively "Tour Operator"), in turn, acts only as an agent for any transportation carrier, hotel, ground operator, restaurants, or other suppliers of services connected with specific itineraries ("Suppliers"). Suppliers are solely responsible and liable for providing their respective services and neither BEYOND THE WEDDING TRAVELS nor Tour Operators are responsible for delay, mishap, inconvenience, expense, irregularity, bodily injury, illness, emotional distress, death, or loss to property occasioned by or through the conduct or omission of a Supplier, each of which is subject to the laws of the country or state where the services are provided. In addition, the passenger tickets in use by any carriers will constitute the sole contract between you and the carrier; the carriers are not responsible for any act, omission, or event during the time you are not aboard their conveyances.
9. **Independent Activities.** If you decide to participate in any activity or excursion that is not arranged or led by BEYOND THE WEDDING TRAVELS or the Tour Operator, neither BEYOND THE WEDDING TRAVELS nor the Tour Operator shall have any responsibility for or control over your safety or well-being, or those of the other parties in your reservation/booking, which will be solely your responsibility. The Traveler/Participant hereby agrees to waive any and all claims against BEYOND THE WEDDING TRAVELS for independent activities, excursions, transportation, and the like.
10. **Trip Activity Level Requirements and Unique Risks.** You are advised to carefully read the details of your selected itinerary before booking a travel package to understand the activity level and requirements, including the list of Activities which may involve one or more unique risks ("Unique Risks") as further detailed in the Travel Agreement (defined below). Certain itineraries may not be suitable for all Travelers/Participants, including those with disabilities, due to terrain/local conditions, the nature of the Activities, or otherwise. Neither BEYOND THE WEDDING TRAVELS's staff nor our Suppliers/ contractors may

physically assist Travelers/Participants who need or may need assistance during their trip or with respect to any Activity. All Travelers/Participants are strongly encouraged to consult with their personal physician before booking a reservation. In addition, select itineraries may require Travelers/Participants to obtain prior written approval from their personal physician.

- a. By booking your travel package, you represent and certify that you and all members of your traveling party: (i) have carefully read the details of the itinerary and selected an itinerary that is appropriate for each person's abilities; (ii) do not have any impairment or disability which might present a safety risk during the trip or any of the Activities; (iii) have consulted with a personal physician as appropriate; and (iv) will immediately advise us if anyone in your travel party is unable to meet the safety requirements that are necessary for the safe operation of the trip or Activity. If your circumstances change between the date of booking and the trip departure, you must inform us as soon as possible and advise us of any special requests, which you acknowledge may not be available.
- b. We reserve the right to cancel, terminate, discontinue, or modify any reservation, trip, or Activity, if the Traveler/Participant cannot meet the safety requirements that are necessary for safe operation or fails to obey signage, instructions, protocols, or rules. We further reserve the right to: (i) immediately terminate any trip or Activity if the Traveler/Participant is disruptive or otherwise adversely impacts the experience for others, without any refund to the Traveler/Participant; and (ii) make changes to the itinerary or Activity as appropriate for safety, security, comfort, or convenience, without liability or notice.

11. Hurricanes and Other Severe Inclement Weather. BEYOND THE WEDDING TRAVELS is not responsible for any inclement weather which may occur at the location(s) identified and selected by the Traveler/Participant as part of their itinerary. BEYOND THE WEDDING TRAVELS's policy is to consider the health and safety of the Traveler/Participant in light of hazardous weather. The Traveler/Participant agrees to the following procedures in the event of Hosted Tours, Retreats, and other excursions reasonably within the purview of BEYOND THE WEDDING TRAVELS's control:

- a. Pre-Hosted Tours, Retreats, and other excursions: If a hurricane is forecasted to make landfall in the immediate area of the retreat location, then within 3 {three} days of the Organizer's day of arrival, BEYOND THE

WEDDING TRAVELS reserves the exclusive right to make a decision between the following options:

- a. Full Refund: BEYOND THE WEDDING TRAVELS may choose to cancel the Traveler/Participant's registration and issue a full refund of all payments made toward the retreat portion, subject to the Traveler/Participant filing a timely claim for insurance for the hotel portion, less and except the non-refundable deposit of \$900.
- b. Postponement: BEYOND THE WEDDING TRAVELS may choose to postpone the retreat to a later date. If the Traveler/Participant is unable to attend on the newly provided dates, the Traveler/Participant will receive a full refund of all payments made subject to the Traveler/Participant filing a timely claim for insurance for the hotel portion, less and except the non-refundable deposit of \$900 assuming insurance was purchased.
- c. No Refund: BEYOND THE WEDDING TRAVELS may choose not to refund the Traveler/Participant. Inclement weather and other Force Majeure events are highly unpredictable, and may occur suddenly or with limited warning. The Traveler/Participant has the opportunity to mitigate their risk of loss by timely securing travel insurance coverage. Failure to purchase travel insurance coverage may result in a total loss with respect to your vacation or travel package.
- b. During Hosted Tours, Retreats, and other excursions ("Event"): If a hurricane warning is issued for the retreat location during the Event, BEYOND THE WEDDING TRAVELS will follow the guidance of local authorities and make decisions regarding evacuation or shelter in-place procedures based on the safety of all participants. In the event of a government issued evacuation directive, additional expenses incurred due to early departure or relocation are the sole responsibility of the Traveler/Participant. No refunds will be provided and the Traveler/Participant acknowledges their independent obligation to file a timely claim with the travel insurance company for all additional expenses incurred that may be subject to coverage under their policy.

12. Itinerary Modifications/Our Right to Cancel. BEYOND THE WEDDING TRAVELS will make every reasonable effort to operate the Retreats, Hosted Tours, and/or Group Social Events as advertised; however, BEYOND THE

WEDDING TRAVELS and Tour Operator(s), if any, reserve the right to curtail or modify the itinerary, including but not limited to curtailment or modification of Activities, hotels, meals, transportation, and excursions, as BEYOND THE WEDDING TRAVELS, Tour Operators, or Suppliers deem necessary. Please also note that during certain holidays and peak periods or due to repairs or renovations, some Activities may be disrupted or unavailable. Deviations from planned trip itineraries or any aspects of the travel may occur. None of these modifications or changes shall affect the trip price or entitle you to any credit or refund.

- a. If a Traveler/Participant elects to leave a Retreat, Hosted Tour, and/or Group Social Event in progress of their own volition, the Traveler/Participant will not receive any type of refund. If the Traveler/Participant elects to leave a Retreat, Hosted Tour, and/or Group Social Event in progress of their own volition, the Traveler/Participant acknowledges and agrees that: (i) the Traveler/Participant shall be solely responsible for Traveler/Participant's travel plans once Traveler/Participant departs the Retreat, Hosted Tour, and/or Group Social Event; (ii) neither BEYOND THE WEDDING TRAVELS nor the Tour Operator shall have any responsibility for or control over the Traveler/Participant's safety or activities once the Traveler/Participant departs the Retreat, Hosted Tour, and/or Group Social Event; and (iii) the Traveler/Participant will be solely responsible for any and all costs that may arise out of the Traveler/Participant's decision to not return to the original point of departure from the Retreat, Hosted Tour, and/or Group Social Event in progress.
- b. BEYOND THE WEDDING TRAVELS shall also have the right, in its sole and absolute discretion to cancel or modify a reservation in whole or in part, at any time if the reservation includes or was made as the result of a mistake or error of any kind, including, but not limited to, a mistake or error in price or description of the Trip or Activity, where it appears that a Traveler/Participant has engaged in fraudulent or misleading activity in making the reservation, or due to prior disputed or suspected fraudulent payment transactions.

13. Indemnification.

- a. Indemnification by Travel Advisor. Travel Advisor shall indemnify, defend, and hold harmless the Client and its affiliates, officers, directors, employees, contractors, and agents from and against any and all claims,

demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (1) any actual violation of applicable laws, regulations, or orders in connection with the Travel Services; (2) any breach of this Agreement by the Travel Advisor; or (3) the negligent acts, omissions, or willful misconduct of the Travel Advisor, or its employees, agents, or subcontractors. The foregoing obligation shall not apply to the extent a claim is caused by the negligence or misconduct of the Client. The Client shall promptly notify the Travel Advisor in writing of any claim for which indemnification is sought and shall provide reasonable cooperation in the defense of such claim. The Travel Advisor shall retain control over the defense and settlement of any indemnified claim, provided that no settlement admitting liability or imposing obligations on the Client may be entered into without the Client's prior written consent. Failure to provide prompt notice shall not relieve the Travel Advisor of its obligations, except to the extent that such failure materially prejudices the Travel Advisor's ability to defend the claim. Travel Advisor is solely responsible for the payment of all wages, benefits, taxes, and other compensation due to its personnel or subcontractors and shall indemnify and hold harmless the Client from any claims, liabilities, or expenses arising from the Travel Advisor's failure to comply with such obligations, including any claim that such personnel are employees or agents of the Client. This Section sets forth the full extent of the Travel Advisor's indemnification obligations under this Agreement.

- b. Indemnification by Client. Client agrees to indemnify, defend, and hold harmless Travel Advisor, its affiliates, and their respective officers, directors, employees, agents, and subcontractors (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (1) client's breach of this Agreement, including any misrepresentations or failure to perform its obligations; (1) any negligent, reckless, or willful act or omission by Client or its employees, agents, or representatives in connection with the services provided by Travel Advisor; (3) any violation of applicable law, regulation, or third-party rights (including intellectual property or privacy rights) by Client in connection with its use of the services; and (4) any travel-related claims, disputes, or issues (including but not limited to injuries, delays, cancellations, or dissatisfaction with accommodations, transportation, or

other travel arrangements) arising from Client's choices, preferences, or instructions provided to Travel Advisor, to the extent such claims are not the result of Travel Advisor's gross negligence or willful misconduct. This indemnity obligation shall survive the termination or expiration of this Agreement.

14. Limitation of Liability.

- a. No Ownership. Travel Advisor does not own or operate any of the companies or entities that will be supplying the air travel, rail travel, hotel accommodations, car rentals and other similar services that Travel Advisor will be arranging for Client under this Agreement. Therefore, Travel Advisor shall not be responsible for any intentional, careless or negligent actions or omissions, errors, default or insolvency on the part of such suppliers, which result in any loss, damages, delay or injury to Client or any employees or representatives of Client who may utilize the Travel Advisor's Travel Services hereunder. Travel Advisor does not give any representation or warranty with respect to any part of such supplier's services. In the event of any default with respect to the services of such suppliers, Client's sole recourse shall be with such supplier, subject to such supplier's terms and conditions.
- b. No Liability. Travel Advisor shall not be responsible for any injuries, losses or damages in connection with terrorist activities, mechanical or structural integrity of air, sea, rail and ground transportation, diseases, bankruptcy or cessation of a supplier or transportation or travel services, activities that include the consumption of alcohol, climatic conditions, changes or cancellation of travel due to weather conditions, hotel services, accidents or health related problems before, during or after travel or any other actions, omissions, or conditions outside of Travel Advisor's control. EXCEPT FOR THE PARTIES' CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5 OF THIS AGREEMENT AND TRAVEL ADVISOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, REGARDLESS OF WHETHER

SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

15. **Subjective Travel Experience.** Client acknowledges that travel experiences are inherently subjective and that individual preferences, expectations, and perceptions may vary. Travel Advisor makes recommendations based on professional experience and the information provided by Client but does not guarantee personal satisfaction with any destination, accommodation, service provider, activity, or experience. Dissatisfaction based on subjective factors such as personal taste, weather conditions, resort atmosphere, food quality, beach conditions, service style, or other matters outside of Travel Advisor's control shall not constitute a breach of this Agreement and shall not entitle Client to any refund or compensation from Travel Advisor. Client acknowledges that photographs, descriptions, and marketing materials provided by travel suppliers are for illustrative purposes only and may not precisely reflect actual conditions at the time of travel.
16. **Force Majeure.** "Force Majeure" events shall be events beyond the reasonable control of a party (not through the fault or negligence of such party) that make timely performance of an obligation impossible. Force Majeure events are those that are not reasonably foreseeable with the exercise of reasonable care, nor avoidable through the payment of nonmaterial sums. Neither party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including without limitation labor disputes, civil commotion, terrorists acts, war, fires, floods, inclement weather, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, governmental regulations or controls, casualty, strikes, or acts of God, in which event the non-performing party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within three (3) business days of its occurrence. (Saturday, Sunday and U.S. legal holidays are not considered business days.) If a party's performance under this Agreement cannot be resumed within sixty (60) days, the other party may provide notice of termination of this Agreement with no further obligation or liability other than Client's payment for Travel Services that have been properly rendered through the date of termination.

17. **Independent Contractor.** In performing its services hereunder, Travel Advisor shall act in the capacity of an independent contractor, and nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one party and the other party's employees or agents. Client shall not direct or control the Travel Services provided by Travel Advisor hereunder.
18. **Assignment.** Neither this Agreement, nor any right or interest herein, may be assigned, in whole or in part, without the express written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Client may assign this Agreement to any affiliated company without Travel Advisor's consent, or if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of Client's assets, upon written notice to Travel Advisor. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and legal representatives. There are no third-party beneficiaries to this Agreement.
19. **Notices.** Notices must be in writing and be directed to a representative of the receiving party. Notice will be effective upon actual receipt. Notice may be delivered by mail, commercial courier service, personal delivery, or email (if subsequently confirmed by one of the other means of delivery). If deposited in a governmental postal service or if sent by commercial courier, the notice will be presumed to have been received within not more than three (3) business days after being sent, unless notice is being sent internationally. (Saturday, Sunday and U.S. legal holidays are not considered business days.)
20. **Entire Agreement; Waiver; Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous oral or written agreement between the parties relating to the matters addressed by this Agreement, except that with respect to Confidential Information it will only expand, and not replace, the provisions of any other agreement between the parties. No waiver of any provision hereof shall be deemed to or shall constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver, unless otherwise agreed to in writing. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter. Any amendment to this Agreement must particularly refer to this Agreement, state that it is an amendment, be in writing, and be executed by authorized representatives of both Parties.

21. **Governing Law.** This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Michigan and subject to the exclusive jurisdiction of the state courts located in Macomb County, Michigan, or the United States District Court for the Southeast District of Michigan, and no other forum. The parties agree and consent to the jurisdiction of the state and federal courts located in Michigan and acknowledge that such courts are proper and convenient forums for the resolution of any actions between the parties with respect to this Agreement.
22. **Severability.** It is agreed that each paragraph of this Agreement has been separately and individually agreed upon and contracted for by and between the parties. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT – DUTCH BY DESIGN: THE AMSTERDAM EXPERIENCE HOSTED TRIP

- A. **PARTIES:** This is a legally binding agreement between the Agent, **BEYOND THE WEDDING TRAVELS, a Michigan Limited Liability Company** hereinafter and the Traveler/Participant.
- B. **HOSTED TOUR DETAILS:**
- a. Name of Tour: The Golden Hour Escape: Your Passport to Mexico
 - b. Type of Tour: Escorted Trip to Cancun, Mexico, Hosted by Melissa Cottone with Beyond The Wedding Travels, LLC
 - c. Accommodation Type: All Inclusive Resort in Cancun, Mexico
 - d. Departure Date: July 15, 2027
 - e. Return Date: July 19, 2027
 - f. Location(s): Cancun, Mexico
 - g. Tour Host: Melissa Cottone

- h. Tour Contact Person: Melissa Cottone
- i. Tour Contact Phone: 586-718-5574
- j. Tour Contact Email: Melissa@beyondtheweddingtravels.org

- A. **ROLE OF HOST AND THIRD PARTY SUPPLIER:** Traveler/Participant acknowledges that BEYOND THE WEDDING TRAVELS acts solely as the organizer and group leader of the Tour and does not own, operate, or control any hotels, airlines, transportation providers, tour operators, excursion providers, restaurants, or other travel suppliers providing services during the Tour. All such services are provided by independent third-party suppliers. BEYOND THE WEDDING TRAVELS shall not be liable for any injury, loss, damage, delay, or inconvenience caused by any act, omission, or negligence of any such third-party supplier.
- B. I, the Traveler/Participant, having agreed to be bound by the General Terms and Conditions between themselves and BEYOND THE WEDDING TRAVELS, and having voluntarily agreed to participate in the Hosted Tour as detailed in B above, hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS: BEYOND THE WEDDING TRAVELS, and any partner, employee, independent contractor, servant, representative, associate, officer, agent, volunteer, successor and assigns of BEYOND THE WEDDING TRAVELS, (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by me, or to any property belonging to me as a result of my voluntary participation in this Tour.
- C. I, the Traveler/Participant VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR OTHERWISE, that may be sustained by me, or any loss or damage to property owned by me, as a result of participating in the Tour, WHETHER CAUSED BY my actions, those of other Travelers/Participants, employees or contractors of BEYOND THE WEDDING TRAVELS, employees or contractors of transportation services, hotels and other overnight accommodations, excursions, events, and the like; including but not limited to, SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF the RELEASEES or otherwise.

- D. I, the Traveler/Participant further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, demands, liens, liabilities, judgments or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEES or otherwise.
- E. G. It is my express intent that this Release and Hold Harmless Agreement shall bind the me the Traveler/Participant, and my heirs, successors in interests, personal representatives, executors and assigns, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES.
- F. I, the Traveler/Participant, hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Michigan.
- G. I, the Traveler/Participant, expressly agree that this Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- H. I, the Traveler/Participant, acknowledges that participation in the Tour requires respectful and responsible conduct. BEYOND THE WEDDING TRAVELS reserves the right, in its sole discretion, to remove any Traveler/Participant from the Tour or any activity if their behavior is deemed disruptive, unsafe, illegal, abusive, or negatively impacts the experience or safety of other participants.
- I. I, the Traveler/Participant, agree that BEYOND THE WEDDING TRAVELS reserves the right to refuse participation in any activity or remove a Traveler/Participant whose condition, behavior, or actions create a risk to themselves or others and that no refunds will be given.
- J. I, the Traveler/Participant, understand and acknowledge that travel insurance is required to participate in the Tour. I understand travel insurance must be purchased within 14 days of booking and submitted to BEYOND THE WEDDING TRAVELS via email, and that failure to purchase travel insurance will result in cancellation of booking on the Tour.

K. I, the Traveler/Participant, expressly agree and understand that Force Majeure, that is events outside of the control of BEYOND THE WEDDING TRAVELS, may disrupt the Tour. Such events include but are not limited to: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shutdowns, epidemics, or pandemics. I understand that I am not entitled to a refund in the event of Force Majeure interfering with the Tour.

L. PAYMENTS AND CANCELLATIONS

- a. **Non-Refundable Deposit.** I acknowledge that the initial deposit is 100% non-refundable and non-transferable to other trips or guests, regardless of reason for cancellation.
- b. **Non-Refundable Payments.** I acknowledge that all payments received after the deposit are non-refundable and non-transferable to other trips or guests, regardless of reason for cancellation.
- c. **Final Payment.** I acknowledge that the final payment is due no later than February 1, 2027. Failure to pay in full by this date will result in cancellation of my booking on the Tour and no refunds will be given.

IN PAYING THE DEPOSIT and ALL FUTURE PAYMENTS, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release For full, adequate, and complete consideration fully intending to be bound by same.

Pursuant to the Michigan Uniform Electronic Transactions Act the parties agree that acknowledgment and acceptance of these Terms may be evidenced in any of the following ways: (i) by electronic signature; (ii) by handwritten signature; (iii) by any other electronic means, including, without limitation, acceptance via email; or (iv) by implied consent through actions, including, without limitation, payment of any invoice and/or use of the services provided by the Agent or any other travel supplier related to the booking.

Any such form of acceptance shall constitute valid execution of this Agreement and shall be sufficient to bind the parties to its terms and conditions.

^[1] While airfare typically becomes available 330 days in advance, it is recommended that flights be booked 4–8 months before departure, depending on seasonality.