

## **Terms and Conditions**

**IMPORTANT ADDITIONAL INFORMATION REGARDING YOUR BOOKING: You must not accept any booking unless you understand and agree with the following terms and conditions.**

These Terms and Conditions apply between you and your travel companions, going forward referred to as “Client”, and Moogar Group LLC as an Inteletravel independent travel agency dba Travel Gardener Adventures (or any of its affiliated entities, successors and assignees including but not limited to TravelBizOwner.com, The Travel Gardener, Travel Gardener Wellness, Moogar Group Travel, Travel Gardener Advisor Network, Alycia Gardner Moore and any other Independent Travel Advisor from TravelBizOwner.com or in the The Travel Gardener Advisor Network) going forward referred to as “Travel Gardener Adventures” or “Agency”. Agency includes a travel advisor or travel agent who provides Booking Services to you.

### **1.Groups**

Terms for groups will differ from Flexible Independent Traveler (FIT) guidelines. For details, see your “Group Sales Contract.”

**2.Emergency 24/7 Support:** Travel Gardener Adventures and it’s team of advisors and resources affiliated with Inteletravel provide 24/7 Emergency Support services to our customers. For emergencies within 24 hours of departure or while you are traveling; please call 1-626-817-3141. Outside the US, please first refer to your travel documents for local emergency help or call your advisor’s listed number or 1-626-817-3141.

### **3.Definitions**

“Agency” means Travel Gardener Adventures (defined above).

“Booking Services” means travel reservation and booking services provided to you by Agency.

“Lead Traveler” means you, acting on behalf of all Travelers on the same booking.

“Supplier” means any party who provides Travel Services to Travelers.

“Terms” means these Terms and Conditions.

“Traveler” means you and all Travelers on the same travel booking.

“Travel Services” means travel products and services provided to you by Suppliers, including hotel accommodations, air transportation, cruises, car rentals, tours, activities, and similar products and services involving any type of leisure, business, or other travel.

## **TRAVELERS**

You are the Lead Traveler, representing all Travelers on the same booking.

You are responsible for:

Sharing these Terms with all Travelers; and

Providing to Agency written confirmation that all Travelers agree to these Terms.

You are responsible for understanding these Terms—please read them carefully before accepting Booking Services or Travel Services.

If you do not understand any part of these Terms, please: (1) confer with your legal counsel; and (2) contact Agency in writing to request clarification.

You acknowledge receipt of Agency's Travel Services Agreement, which refers to these Terms.

## AGENCY

Agency is a travel agent who provides Booking Services to you.

## SUPPLIERS

Suppliers are independent companies who provide Travel Services to you.

Suppliers operate under their own terms, conditions, and management.

Your travel documentation identifies each Supplier responsible for providing your Travel Services.

By paying for Travel Services, you consent to the use of those Suppliers.

All documentation, receipts, confirmations, and tickets issued are subject to the terms and conditions specified by the Supplier.

Please read Supplier terms and conditions carefully. You are responsible for understanding and adhering to terms imposed by any Supplier with whom you elect to deal, including, without limitation, payment of all amounts when due and compliance with Supplier's rules and restrictions regarding availability and use of Travel Services.

You understand that any violation of any such Supplier's terms may result in denied access to Travel Services, cancellation of reservations, and forfeiture of any monies paid. If any such violation results in fees or penalties to Agency, you agree to cover such actual costs.

Suppliers may require you to sign a liability waiver prior to participating in their Travel Services. Suppliers are not subject to Agency's control—they are not employees, agents, representatives, or affiliates of Agency.

Agency is not responsible for any Supplier's breach of contract, failure to comply with any laws, or wilful or negligent acts or omissions, which may result in delay, inconvenience, costs, loss, damage, injury, or death to Travelers or Travelers' companions.

If a Supplier declares bankruptcy, it is not obligated to transport you or to provide refunds. It might continue to provide some or all Travel Services, or it may stop operations completely.

Other Suppliers may, but are not required to, provide alternative Travel Services.

Payments to Agency immediately become the property of Suppliers, as required by law.

Agency is not permitted to provide refunds for Suppliers who have declared bankruptcy.

Agency has no special knowledge about the financial condition of Suppliers, and Agency has no liability for recommending a trip credit or a refund.

## 4. General

**Amendments.** These Terms may be amended only in writing by Agency.

**Assignment.** You may not assign any right or obligation under these Terms without Agency's prior written consent, which will not be unreasonably withheld or delayed.

**Waiver.** No forbearance or delay in enforcing these Terms will prejudice or restrict any rights of you or Agency. No waiver of a right will operate as a waiver of any subsequent right. No right is exclusive of any other right, and each right is cumulative.

**Relationship of Parties.** These Terms do not create an agent relationship, legal-entity partnership, joint venture, or employment relationship between you and Agency. You have no authority to bind Agency or incur any obligation on Agency's behalf.

**Notices.** Notices under these Terms will be in writing and deemed given when sent to the receiving party's email or other address provided for purposes of notice.

**Counterparts.** These Terms may be signed or accepted electronically in more than one counterpart; each will be an original. Counterparts together constitute a single instrument.

**Further Assurances.** You and Agency will perform any additional acts as necessary to effect these Terms and will address together in good faith any unforeseen issues that arise under these Terms with a view to mitigating any material adverse impact on either party.

**Entire Agreement.** These Terms, together with the Travel Services Agreement, is the entire agreement between you and Agency and supersedes all prior agreements, written or oral, between us regarding its subject matter.

### **5. Client Responsibilities:**

As Clients of Travel Gardener Adventures, you and your traveling companions agree to abide by local laws including intoxication limits and follow any guidelines set by the vendor partners including occupancy capacity limits. You also agree to uphold a Code of Conduct including maintaining acting honestly and with integrity, showing courtesy and mutual respect to us and our suppliers and fellow travelers, not knowingly participating in any illegal or unethical activity, and to notify Travel Gardener Adventures if you know of anyone violating this Code of Conduct. Ensuring one has proper travel documents, including passports, visas, any health/vaccination certificates required and sufficient medical and evacuation insurance and ensuring all other entry requirements are met are your responsibility.

**6. Our Responsibility:** We always do our best to make sure your travel arrangements are satisfactory. However, Travel Gardener Adventures and its affiliates and their employees, shareholders, subsidiaries, officers, directors, successors, agents and assigns do not own or operate any entity which provides goods and services for your travel including without limitation, lodging facilities, airline, vessel, motor coach, or other transportation companies, guides or guide services, local ground operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors and are in no way affiliated to Travel Gardener Adventures or any of Travel Gardener Adventures's affiliated entities.

**7. Planning & Advising Fees:** Your initial consultation quick chat is complimentary with no obligation, and there are no added booking fees should you choose "done by you" by self booking with our assistance through our online portals or should you choose "done for you" by selecting our turn-key adventures. However, should you choose "done with you", our comprehensive planning services may incur a nominal Advising & Planning Fee to help compensate for our expertise, our time researching, following up with vendors to vet, secure, insure and manage your booking throughout your trip, providing stellar customer service and solutions should something go array, allowing you to just relax, pack, and go. Should Client choose to engage our services after our quick chat, we have a one time Professional Trip

Planning & Advising Fee that is fully inclusive of an in-depth 90 minute consultation, research to match your travel style, digital itinerary presentation with app access during your trip, and our services as resources for you beyond planning to arrival, through your travel until you are safely home. Depending on complexity and number of travelers, typically starting at \$147 to customize an adventure for a single household person/couple, and typically starting at \$247 for a customized group, our one time pre-trip Professional & Advising Fee is paid to PayPal.me/AlyciaMoore or Cash.App/\$AlyciaMoore or VenMo.com @AlyciaMoore separately from your trip cost, and is nonrefundable as we are only compensated for referrals by our travel supplier partners after each trip is fully paid to our vendors and your travel has been completed without cancellation or postponement. As our research time is not compensated hourly or by salary, each future trip may incur a new fee.

**8.Travel Agent status:** Client agrees Travel Gardener Adventures and Agency acts solely as a travel agent or travel advisor only, on the express condition that Travel Gardener Adventures shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith. We sell various travel related products, services, and privileges on behalf of numerous transport service providers numerous transport and accommodation service providers, including, but not limited to airlines, coach, rail, cruise line operators, sightseeing, tours, entertainment, activity tickets, insurance, vacation rentals, and hotel accommodations. Travel Gardener Adventures does not own, operate, manage or control these independent suppliers of services and is not liable for their acts or omissions. Travel Gardener Adventures obligations to you are to make bookings on your behalf and to arrange relevant contracts between you and the travel service providers. We have no responsibility for these services, nor do we have the authority to make any warranty or representation regarding their standard. A request cannot be guaranteed. All bookings are subject to the terms and conditions and limitations of liability imposed by these travel service providers. *You understand that your legal recourse is against the specific provider not Travel Gardener Adventures.*

### **9.Personal Information**

You consent to Travel Gardener Adventures, Agency and Supplier use of your personal information.

You understand that, as part of booking any Travel Services, certain personal information may be conveyed to third parties to accommodate your travel.

Such information includes birth dates, passport numbers, travel dates, occupation, frequent flyer information, bank accounts, credit cards, and other information needed to secure travel arrangements.

Travel Gardener Adventures and Agency will not be liable for the distribution of your information to any Supplier.

Our liability for the failure of any foreign Supplier to protect your personal information is specifically excluded.

You authorize Travel Gardener Adventures and Agency to keep your personal information for as long as needed to provide Booking Services and for a reasonable period thereafter for Travel Gardener Adventures and Agency's legal or business purposes.

**10.Important Conditions:** Prices are subject to increase prior to the time you make full payment. Prices are not subject to increase after you make full payment, except for charges resulting from increases in government-imposed taxes or fees. As noted above, by making the booking, you expressly acknowledge your acceptance of these conditions (i.e. increases before full payment and increases attributable to government-imposed taxes, fees or carrier imposed surcharges after full payment will be your responsibility) applicable to your purchase.

**11.Changes & Cancellations:** Please be aware that most travel bookings are non-refundable and canceled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced. You agree to adhere to the terms and conditions of Suppliers regarding your travel reservations or bookings and you agree to pay any applicable change or cancellation fees.

If you change or cancel a reservation or booking, you may be subject to:

Agency fees of up to USD \$250; AND

Supplier fees, charges, or penalties.

NO REFUNDS will apply to any canceled, unused, or partially used Travel Service.

Hotels may not permit changes to or cancellation of reservations, subject to the terms and conditions of the hotel reservation. *You understand that your legal recourse is against the specific provider not Travel Gardener Adventures.*

## **12.No Shows**

Failure to travel or show up for any reservation or booking is considered a "no show."

No show penalties will be up to the entire cost of travel, subject to terms and conditions of Supplier and Agency policies. Failure to use an airline reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

## **13,TRAVEL DURING PANDEMICS, EPIDEMICS, AND OTHER TRAVEL ADVISORIES**

You are solely responsible to be fully aware of any restrictions related to pandemics, epidemics, and other travel advisories.

You warrant that you have reviewed and understand all U.S. Center for Disease Control (CDC) and U.S. Department of State travel advisories, notices, warnings, restrictions, and rules, including those regarding pandemics, epidemics, COVID-19, and other health threats.

You are aware that certain countries, including the United States, may require testing and quarantine upon entering the country, as well as testing and quarantine upon returning to the United States or your country of residence.

You understand destination countries may have limited availability of tests required for return to the United States.

Screening procedures and restrictions may take place at airports and in public areas.

Restrictions may include mandatory face coverings and/or temperature checks in airports, hotels, cruise ships, trains, or other means of transport.

You are aware that immigration restrictions may be put in place before or during travel that could impede your ability to enter or exit your destination as planned.

All Travelers, including U.S. Citizens, should refer to current CDC guidelines, country-specific guidelines, and Supplier requirements regarding testing and documentation requirements.

If you fail to adhere to current regulations or provide any required testing results or documentation, you may be denied boarding, entry, or return to the United States or your country of residence.

You are responsible for continually checking the latest CDC and State Department travel advisories, which can be navigated via the following links:

U.S. Center for Disease Control Information

<https://www.cdc.gov/coronavirus/2019-ncov/travelers>

<https://wwwnc.cdc.gov/travel/notices>

U.S. Department of State Information

<https://travel.state.gov/content/travel/en/traveladvisories/COVID-19-Country-Specific-Information.html>

<https://travel.state.gov/content/travel/en/traveladvisories/covid-19-travel-information.html>

<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>

CDC and other governmental notices and policies may change before your travel, during your travel, and after you return from travel.

Neither Agency nor Suppliers are responsible for Traveler testing or documentation.

You understand the inherent risks of choosing to travel.

You accept the risks set out above and hold Agency harmless against any travel restrictions, death, illness, cancellations by Suppliers, financial loss, quarantining rules, or measures put in place at airports or destinations you travel through.

You hold Agency harmless for any financial penalties or fees imposed by Suppliers for cancellations or postponements relating to COVID-19, pandemics, epidemics, natural disasters, accidents, or disturbances, or any similar events and you agree not to pursue any credit card charge-back, reimbursement, or legal action against Agency regarding such penalties or fees.

#### **14.Rates & Inclusions**

Quoted rates are based on the precise inclusions Agency will provide to you in writing.

Unless specifically itemized on your travel documentation, rates do not include Travelers' costs, fees, or taxes incurred for or related to:

Airports, ports, stations, security, agriculture, customs, immigration, visas, passports, or any other government-imposed taxes or fees, without limitation; or

Meals, beverages, alcohol, minibars, entertainment, seat assignments, upgrades, excursions, hospitality, gratuities, copies, telecommunications, energy, laundry, cleaning, bedding, parking, valet, insurance, taxis, transfers, portage, departures, travel segments, health, medical tests or treatment, vaccinations, pharmaceuticals, supplements, or any miscellaneous charges of a personal nature, without limitation.

#### **15.Reservations & Payment**

You authorize Agency to charge your credit card, debit card, or other means of payment for the charges associated with your travel booking.

By authorizing Agency to charge your means of payment through Agency's payment authorization platform, written documentation, or by phone, you understand and agree to all the terms and conditions of the booking, including, without limitation, all cancellation policies.

Traveler payments to Agency in currency other than U.S. Dollars (USD) will be converted at then-current exchange rates.

Agency payments to Suppliers will be converted at then-current exchange rates between USD and the currency in Supplier's country.

A purchase is not complete until all deposits and other amounts due have been processed and a booking confirmation has been provided to you in writing.

If payments are not received by their due date, all components of the booking may be canceled by the Supplier, which may result in NON-REFUNDABLE previous payments.

Agency is not responsible for Supplier fare increases, fees, or penalties incurred due to late payment, all of which must be paid by you.

Agency reserves the right to cancel your booking if Agency does not receive full payment for Booking Services or Travel Services within a reasonable time, in Agency's sole discretion.

If rebooking is requested, Agency will assist with obtaining any refunds due to rebooking trips (e.g., using future cruise credits), but Agency may, in its sole discretion, charge a NON-REFUNDABLE FEE for that Booking Service.

**16.Final Payment:** You may be required to make a deposit and such deposits are non-refundable. Final payment is required no less than 60 days prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking. Travel Gardener Adventures accepts all major debit card or credit cards (AMEX, Visa, MasterCard, and in some cases Discover). In the event you wish us to charge your credit card, we may require you to read and sign a credit card charge authorization form.

**17.Credit Card Transactions:** If for any reason, any travel service provider is unable to provide the services for which you have contracted, your remedy lies against the provider, and not against Travel Gardener Adventures and in the event that payment has been made to Travel Gardener Adventures by credit card, you agree that you will not seek to charge back your payment to Travel Gardener Adventures. If for any reason your credit card charges are later declined, reversed, or Travel Gardener Adventures is unable to receive payment for the travel plans and services, you acknowledge that this is a binding contract between yourself and Travel Gardener Adventures shall be entitled to recovery and any costs, including but not limited to reasonable attorneys' fees in connection with collection to recover any payments charged back by you or your credit card company, you agree that you will be liable for these costs. If the credit card is declined, you guarantee that you will settle any amounts owing to Travel Gardener Adventures via money order or cash immediately.

### **18.Refunds, Chargebacks, and Adjustments**

Any claim for refund or adjustment must be sent to Agency in writing.

Full details and proof of payment documentation must accompany all claims.

You may not be entitled to a refund if you change or cancel your travel plans after: (1) a confirmation of the booking; or (2) payment of a booking.

Refunds are subject to Supplier terms and conditions.

Suppliers may not issue refunds for cancellation due to actual, threatened, or fear of potential terrorist events, political unrest, pandemic or health concerns, or similar circumstances. Please carefully review Supplier terms and conditions.

You waive any right to a chargeback in case of cancellation (except for fraud) including any Force Majeure event (as described below).

If you attempt a chargeback, reverse charge, or recollection of a travel payment already made without Agency's authorization, Agency has the right to charge you additional costs, fees, and expenses associated with such chargeback, reverse charge, or recollection, including, without limitation, attorney fees. *With regard to airline & flight purchases, we are not the legal agent of record and as we do not retain any portion of funds you paid directly to the airline carrier or consolidator or package vendor or travel partner, we are in no position to refund them. You understand that your legal recourse is against the specific provider not Travel Gardener Adventures.*

#### **19. Travel Insurance:**

Travel Gardener Adventures and Agency strongly recommends that each Traveler purchase comprehensive travel insurance.

As prepaid bookings are non refundable unless noted otherwise in writing, it is the client's responsibility to request and secure travel insurance to protect their investment. As travel advisors, Travel Gardener Adventures and Agency may offer a comprehensive level of travel protection with policy options for pre-departure cancellations, post-departure during travel interruptions, or some combination. Client may also secure a limited level of travel protection through other resources such as directly with cruise or airline, or choose to waive coverage entirely. For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. However, no representation or description of the insurance made by Travel Gardener Adventures and Agency to you, constitutes a binding assurance or promise about the insurance. When we provide to you a travel insurance form or policy, please review & complete it, sign it and return it to us. Travel Gardener Adventures and Agency is not an insurance company and has no responsibility for the submission, payment or adjustment of any insurance claims. Any claims that may fall under the relevant travel insurance policy must be submitted to the insurance company identified in the policy. If you decline travel insurance you will be required to sign a form stating insurance was offered and you declined it. If you decline to purchase travel insurance that includes coverage for medical needs while traveling and coverage for travel delays, you assume all personal risk and financial loss if you cancel your travel or incur costs or losses during the course of travel.

You understand that concerns or fear of pandemics or epidemics are not a covered reason under some travel insurance policies.

Insurance policies may exclude coverage for pandemics and epidemics.

Insurance claims will only be paid for covered matters, as stated in the insurance policy.

You hold Travel Gardener Adventures and Agency harmless for your election not to purchase travel insurance and for any denial of any claim by any insurer for any reason.

#### **20. FORCE MAJEURE**

No failure or delay in the performance of any obligation under these Terms will be a breach if such failure or delay arises from a force majeure or any cause beyond the reasonable and foreseeable control of Agency, including, without limitation, acts of God, floods, weather conditions, fires, explosions, accidents, war or threats of war (declared or undeclared), acts of terrorism, sabotage, insurrection, riots, strikes, or civil disobedience, sickness, epidemics, pandemics, quarantines, government interventions, defects in machinery or vehicles, delays or other events (collectively, "force majeure").

Agency is not liable to you and will not provide any refunds caused by delay or non-performance of any obligation under these Terms to the extent any such delay is due to any force majeure.

If any Suppliers are affected by any force majeure, they may, in their sole discretion, vary or cancel any itinerary or arrangement in relation to your travel without notice.

If an accident occurs and you seek assistance from us, you will be responsible (financially and otherwise) for all alternative travel arrangements.

### **21. Additional Fees:**

Availability and price quotes are applicable to the date and time at which they are requested and cannot be guaranteed until payment is made. Name changes or corrections may trigger repricing and loss of prior lower rates. Additional taxes and surcharges (including carrier imposed surcharges) that cannot be pre-collected may be charged locally by car rental agencies, hotels or other suppliers. Quotes in a foreign currency fluctuate with exchange rates and international payments may carry a foreign transaction fee. Travel Gardener Adventures will make every effort to honor the price as originally quoted, however, under certain circumstances additional costs by a supplier or government may be imposed due to an increase in the cost for one or more of the travel components. Flight confirmation is subject to availability and prices are subject to change after the date of deposit, including price increases in the fee for a seat assignment, fee for baggage, applicable fuel surcharges, or an increase in a government imposed fee or tax. Correct legal names that match identification to be used for travel must be provided by the client. Name changes are not permitted on airline tickets. Clients are responsible for providing accurate information to any travel advisor of Travel Gardener Advisor Network. Travel Gardener Adventures is not responsible for costs incurred by incorrect information provided for travel planning including reservations and airline tickets. Once purchased, US air transaction prices will generally not increase, except for potential charges resulting from government imposed taxes or fees. You consent to pay for such charges and authorize Travel Gardener Adventures to charge your credit card for such additional amounts. Certain suppliers reserve the right to increase prices to cover increased costs, fuel surcharges, tariffs and taxes, and to reflect fluctuations in foreign exchange markets. While we use electronic documents as much as possible, overnight shipping fees for documents shipped to clients from Travel Gardener Adventures may be billed to clients.

### **22. Accommodations**

Hotel accommodation is subject to availability at the time of reservation.

Some hotels require NON-REFUNDABLE and NON-TRANSFERABLE deposits to guarantee a booking. In such cases, Agency will notify you regarding the NON-REFUNDABLE pre-payment for that portion of your travel.

Amenities such as elevators, air conditioning, bedding size, and similar preferences are not guaranteed at all properties. In addition, even if a property has amenities such as air conditioning or elevators, such amenities are not guaranteed to be operational or available during your stay.

Reimbursement for lack of amenities is solely the responsibility of the hotel. Agency may elect to act as an intermediary, but it is not responsible for such reimbursement under any circumstances.

### **23. Disabilities & Special Needs**

If you have disabilities or special needs that may require non-emergency special services, additional support, or disability accommodations, please advise Agency in advance of booking. If you are unable to use your own wheelchairs, mobility devices, or other medical equipment or devices, rentals may be available, potentially subject to additional charges.

Airlines and other Suppliers may impose charges for additional baggage and may have size restrictions for wheelchairs they can accommodate.

If you travel with a service animal or emotional support animal, Suppliers may require advance arrangements and documentation regarding the animal's health, training, and related factors. Countries outside the United States and Canada often apply different laws, rules, regulations, standards, and accommodations for persons with disabilities or special needs.

Travel destinations may have limited medical facilities, limited availability of prescription medications, and limited means to accommodate your disability or special needs.

Please consult your health provider prior to planning or booking your travel.

Travel insurance plans may provide access to emergency medical care, medical evacuation, and replacement of prescription medications. Agency strongly recommends the purchase of comprehensive travel insurance.

Agency will make all reasonable efforts to request assistance or arrange for appropriate services or equipment regarding Traveler disabilities or special needs. However, Agency is not responsible for the failure of Suppliers to meet Traveler needs and expectations.

### **24. Air Travel**

Most airlines consider a name-change to be a cancellation.

You are responsible for excess baggage fees. Travelers are responsible to confirm airline baggage allowances for all flights.

International flights may have different requirements than domestic flights.

Tickets of any kind are payable in full at the time of booking.

Airline tickets, once purchased, may be NON-REFUNDABLE and NON-EXCHANGEABLE, subject to airline terms and conditions.

Agency is not responsible for any loss, accident, injury, delay, defect, omission, or irregularity that may occur, such as changes, additional expenses, and cancellations due to weather conditions, schedule changes, and other changes beyond Agency's control.

You agree to adhere to safety guidelines of all airlines and hold Agency harmless from any liability due to airline restrictions.

Airline seat assignments are not complimentary on every airline.

Charges for pre-assigned seats in advance of flight time may be subject to additional charges.

Agency cannot guarantee seats in specific locations or next to each other. Seat assignments are strictly based on availability at the time seats are being selected and paid for.

Airlines retain the right to change aircraft and seat assignments at any time.

Agency is not responsible for any changes made by airlines or any additional charges imposed by airlines for any changes to seat assignments after selection and payment. *With regard to*

*airline & flight purchases, we are not the legal agent of record and as we do not retain any portion of funds you paid directly to the airline carrier or consolidator or package vendor or travel partner, we are in no position to refund them. You understand that your legal recourse is against the specific provider not Travel Gardener Adventures.*

**International Flights:** Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. Please see the Department of Transport Disinsection Website for more information.

#### **HAZARDOUS MATERIALS & INSECTICIDES**

All air passengers are prohibited by federal law from bringing hazardous materials aboard aircraft in their luggage or on their person. Violations can result in up to 10 years of imprisonment and significant fines under 49 U.S.C. 5124 (see

<https://www.govinfo.gov/content/pkg/USCODE-2009-title49/pdf/USCODE-2009-title49-subtitleIII-chap51-sec5124.pdf>).

Examples include, without limitation, explosives, compressed gases, flammable fluids and solids, oxidizers, poisons, corrosives, radioactive materials, paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

Special exceptions apply for small quantities (up to 70 ounces total) of medical and toilet articles carried in your luggage and certain smoking materials on your person.

Restrictions on hazardous materials are listed at:

<https://www.tsa.gov/travel/security-screening/whatcanibring/all>.

Some foreign airports require airlines to treat passenger cabins with insecticides prior to or during flights. The U.S. Department of Transportation (DOT) provides a list of such requirements at:

<https://www.transportation.gov/airconsumer/spraY>.

You are responsible for understanding and adhering to all requirements regarding hazardous materials and insecticides.

Please contact your airline regarding your itinerary and applicable rules.

#### **Traveler Identification & Proof of Citizenship**

The Transportation Security Administration (TSA) requires all airline passengers to provide:

Secure Flight Passenger Data (SFPD);

Full name as it appears on government-issued identification;

Date of birth;

Gender; and

Redress number (if available).

The name of Travelers on all reservations and travel documents must match the name as it appears on that Traveler's government-issued identification.

Traveler is responsible for any fees and expenses that may be incurred due to an incorrect name or the denial of travel resulting from incorrect information.

Updated information regarding security measures and requirements for air travel are available at [www.tsa.gov](http://www.tsa.gov). Agency highly recommends that Travelers check this website well before travel.

All U.S. citizens traveling to or from any international destination must have a valid passport, which must be valid for at least six months beyond Traveler's date of return.

Travelers are responsible to confirm current entry and exit requirements and to obtain the necessary travel documentation based on the country of origin, destination, and stops in any additional countries.

Minors of age 17 and under traveling alone or with a single parent may be required to have additional documentation on domestic or international flights.

NO REFUND will be issued for any costs or losses incurred as a result of Traveler's failure to obtain or provide required travel documentation.

## **25. Passports, Visas, and Driver's Licenses**

You are responsible to be familiar with the laws and rules governing any travel to any country.

You are responsible to determine the documents needed, to acquire such documentation, and to ensure your passport is up to date and valid to enter or exit any country.

Agency may be able to assist you in acquiring the necessary travel documents upon your request.

However, Agency is not responsible or liable for your failure to hold visas or documentation or to determine the validity of your passport or any other travel document to enter or exit any country.

Passport copies are required to confirm international air reservations.

All individuals departing from the United States of America must be in possession of a valid passport. It is your responsibility to ensure that you have valid travel documentation, including but not limited to passports and visas, which meet the requirements of immigration and other government authorities at every destination. You are responsible for confirming with the United States Department of State or representative government agency of the country to which you are traveling to confirm the requirements for visas and/or other requirements for admission to your destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. A government issued photo ID is required for travel within the USA. Valid passports are absolutely required for all international destinations and the expiration date should be at least 6 months following the return date of your trip. Some countries require that your passport have two to four blank visa/stamp pages. Some airlines will not allow you to board if this requirement is not met. See this <http://State.gov> link for passport support. You may choose to ask Travel Gardener Adventures for discounted expedited passport processing from our trusted partner.

**26. Refusal of Service:** Service providers reserve the right to refuse service to travelers at their sole discretion and including without limitation if the traveler:

- Lacks proper documentation for the country of destination;
- Has a contagious disease;
- Is under the influence of alcohol, drugs or narcotics; and/or
- Manifests disruptive and/or unruly behavior.

Travel Gardener Adventures assumes no liability for the acts of the service provider in refusing service.

**Required Documents.** When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advises that everyone carry at least two forms of acceptable identification in order to board a flight.

Examples: DHS designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same data that is listed on airline ticket(s) and booking records.

Additionally, a visa and vaccinations may be required. Please note that even when a visa is issued, a traveler may be denied entry since each country's local immigration officials make the final entry decision. Several factors including past criminal record may contribute to the decision of the local immigration official(s). Should a visa not be issued, Travel Gardener Adventures is not responsible for lost payments made toward the contemplated trip.

**27.Travel Documents:** Travel documents including, without limitation, airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions such as, but not limited to, being nonrefundable, non-date-changeable, and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being canceled. Any errors in names, dates and timings may result in an inability to use that booking and the booking being canceled. Any errors in names, dates and timings on your documentation will be your responsibility if not advised at the time of booking.

**28.Health Concerns and Special Requirements:** It is your responsibility to ensure you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation. Please advise your consultant of any special requirements you may have, for example, special meals, medical requirements and so on. Visit the USA State Department Web site [www.travel.state.gov](http://www.travel.state.gov) on a regular basis for the most updated information regarding incidence of disease, viruses, COVID-19, pandemics/epidemics, quarantines, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates, medical and evacuation insurance), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and RE-ENTRY into the United States. Required or advised inoculations you decide to obtain upon the advice of your personal physician may need to be administered in a series of doses months ahead of your planned departure and such time element should be taken into account by you when making deposits and/or nonrefundable final payments. Visit also

the websites of the USA CDC Centers for Disease Control and the International Society of Travel Medicine.

## **29. Entry Refusal**

Countries may restrict entry for persons with criminal records.

You are responsible to understand all destination entry laws and to know if you or anyone in your party has a criminal record.

Agency does not inquire about Traveler criminal records in the interests of privacy.

Refusal of entry into ANY COUNTRY is not a valid reason for cancellation, chargeback, or refund.

**Canadian Travel** If traveling to or through Canada, travelers with a Driving While Intoxicated (DWI) or other conviction record should always check whether current rules exclude admission. For more information see Canada's government site and the Canadian Immigration facts. Again, Travel Gardener Adventures feels it is an invasion of privacy to make such an inquiry of you. The final decision of entry into ANY COUNTRY rests with the immigration or border services officer.

**Baggage Fees:** Additional fees for baggage may apply. Please contact your airline or refer to its website for detailed information regarding their checked baggage policies.

**30. LIMITATIONS OF LIABILITY:** *Travel Gardener Adventures is not liable for any negligent or willful act or failure to act of any travel service provider or of any third party. In addition and without limitation, Travel Gardener Adventures is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. Also be advised that certain foreign facilities such as air-conditioning systems in public places, hotels and motor coaches may not be up to U.S. standards. If due to weather, flight schedules or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at the owner's risk. You may see the name Travel Gardener Adventures affixed to motor vehicles, on signs around the hotel or elsewhere. This use of our name is purely for reasons of identification and does not denote ownership, supervision, or control by Travel Gardener Adventures in any way. The prices of these tours are based on rates in effect (including foreign exchange rates) at the time of printing and are subject to change without notice. With regard to airline & flight purchases, we are not the legal agent of record and as we do not retain any portion of funds you paid directly to the airline carrier or consolidator or package vendor or travel partner, we are in no position to refund them. You understand that your legal recourse is against the specific provider not Travel Gardener Adventures.*

BECAUSE AGENCY ACTS AS AGENT FOR SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH SUPPLIERS, YOU AGREE THAT AGENCY IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF BOOKING SERVICES.

AGENCY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR SPECIAL DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY SUPPLIER BOOKING THROUGH US, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY, OR IRREGULARITY THAT MAY BE INCURRED THROUGH THE FAULT, WILFUL ACTS, NEGLIGENCE, OMISSIONS, OR OTHERWISE OF SUCH SUPPLIER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES, INCLUDING, BUT NOT LIMITED TO, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF TRAVEL SERVICES, THEIR CANCELLATION AND REFUND POLICIES, FUEL INCREASES, BANKRUPTCY OR CESSATION OF OPERATIONS, AND ANY OTHER MATTERS OUTSIDE OF AGENCY'S CONTROL, AND YOU EXONERATE US FROM ANY LIABILITY WITH RESPECT TO THE SAME.

*Under circumstances where liability cannot be excluded, such liability is limited to One Hundred Dollars (\$100.00) and in all cases limited to not exceed the value of the purchased travel arrangements. Under any circumstances, recovery or restitution from any liability or judgment stemming from Travel Gardener Adventures (defined above), the Agency and any of its affiliates, assignees, and successors is limited to the dollar amount both earned and actually received by them in commissions on the specific transaction in question. AGAIN, ANY RECOVERY BY YOU FROM AGENCY WILL BE LIMITED TO THE AMOUNT OF COMMISSIONS OR FEES ACTUALLY RECEIVED BY AGENCY FOR PROVIDING BOOKING SERVICES TO YOU DIRECTLY RELATED TO SUCH RECOVERY ON A CASE-BY-CASE BASIS.*

*You specifically agree that Travel Gardener Adventures is not liable for any consequential loss or damage. AGENCY'S SOLE OBLIGATIONS AND LIABILITIES ARE AS STATED IN THESE TERMS. ALL OTHER REPRESENTATIONS OR WARRANTIES—EXPRESS OR IMPLIED, BY STATUTE, LAW, OR OTHERWISE—ARE EXCLUDED.*

### **31. Governing Law:**

These Terms and Conditions are governed by the state laws of California. Should any conflict arise, California state laws will apply.

### **32. Arbitration:**

In case of a dispute between you and Travel Gardener Adventures (defined above) relating to or arising out of these Terms, we will first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, then we will submit the dispute to binding arbitration. The arbitration shall be conducted as follows: State of California, County of Los Angeles. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add parties, vary the provisions of these Terms, award punitive damages, or

certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of the State of California, County of Los Angeles. Each party shall pay their own costs and fees.

**33. Severability:**

If any part of these Terms and Conditions is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

**34. Legal, Seller of Travel**

Providing excellence through enterprise. Alycia Gardner Moore is with Agency (defined above), Travel Gardener Adventures and other subsidiary enterprises of Moogar Group LLC that is incorporated in Nevada, and is an affiliate Independent Travel Agency (ITA) hosted under the umbrella of A+ BBB Rated IntelTravel.com licenses to sell travel, and is an Independent Marketing Representative licensed to sell travel store mini-franchises and help others develop their own travel businesses under PlanNet Marketing Inc. at [PlannetMarketing.com/TheTravelGardener](http://PlannetMarketing.com/TheTravelGardener).

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**You attest to have read and agreed to Travel Gardener Adventures's Terms & Conditions including Limitations of Liability and understand and accept the Client Responsibilities and Advising Fee on behalf of yourself and for all travelers included in your party. Client approving any proposal or itinerary and providing or authorizing any payment or deposit via Travel Gardener Adventures evidences you have affirmatively read and agreed to these Terms & Conditions.**