

Your Great Days In Paris
5 Chestnut Street
Medford, MA 02155

2011 TOURS AGREEMENT

THIS TOUR AGREEMENT (the "Agreement") is executed as of date below, by and between Your Great Days in Paris, LLC (the "Company") and the person whose name appears on the signature line below (the "Traveler").

The Traveler hereby submits a deposit ("Deposit") in the amount of \$375.00 payable by check, for a spring 2011 **"Basking In the Bounties of the Pays Basque"** culinary tour (the "Tour") as follows:

The 2011 **Pays Basque Tours** will be offered **May 4-12 & October 5-13, 2011**. This tour visits the French and Spanish Basque Country, beginning in San Sebastian, Spain and ending in Bayonne, France. The total price of the tour is \$3,495.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles. Both this Agreement and the Tour are subject to the following terms and conditions, which the Traveler acknowledges:

FINAL RESERVATIONS AND TOUR PRICING

All prices quoted by the Company (including those appearing in printed materials and on the Company's website) are subject to review and change pending currency fluctuations exceeding 3% of the Euro-US Dollar value at the time the tour was priced. The Company will notify Travelers in advance of any adjustments in prices for a given tour. Any adjustments or balance due must be paid by Travelers prior to tour departure.

The payment of required deposits and full payment for a tour constitutes consent to all provisions of the terms, conditions and general information outlined in this Tour Agreement. The Company requires payment in full and a signed copy of the Tour Agreement from each participant traveling with the company. Tour Agreements should be signed and returned with the balance when due, following the deposit to hold a space on the tour.

Certain tour components or services (for example, ground transportation or hotel packages) may be reserved by the Company before final pricing is available from vendors, and therefore, from time to time currency fluctuations or other changes in pricing between the time of an initial deposit and the payment by the Company to vendors for final services may impact the

final cost of any given tour. The Company therefore reserves the right to change the price of its tours or services when final prices are known, even after a tour has been paid for by the client.

Tour availability and final reservations should not be considered confirmed until the Company has acknowledged receipt and acceptance of a Deposit and the balance paid in full, as outlined for each tour offered by the Company. The Company will confirm Travelers' participation in a tour in writing via letter or email, following receipt of the full balance due and a signed copy of this Tour Agreement for each Traveler.

TRIP CANCELLATIONS BY THE COMPANY

The Company reserves the right to cancel any tour for any reason, including insufficient registration for a tour. If the Company cancels a tour 65 days or greater prior to the departure date, Travelers will receive a full refund of any fees paid to the Company, including the Deposit. If the Company cancels a tour 64 days or less prior to the departure date, the Traveler will receive a full refund of all fees and deposits paid to the Company, **excluding** the portion of the trip paid by the Company to subcontractors (such as air if applicable and/or any 'land package'). Once paid for by the Company, any tickets, hotel or other vouchers will be provided to individual Travelers and will be their property. If a tour is cancelled, the Company will use reasonable efforts to arrange for alternative guiding or offer Travelers alternative plans, within the budgeted limits of the tour.

Travelers are strongly encouraged to purchase travel and trip cancellation insurance, as well as all international-travel related health insurance, liability insurance, business interruption insurance, trip interruption insurance, and insurance for theft, loss or damage to personal property, bodily injury or loss of life. The Company will not be responsible in any way for any liabilities arising out of failure by the Company, its agents, contractors or affiliates to provide goods or services as contracted beyond the amount received by the Company from the Traveler for the purchase of those goods and services. The Company assumes no liability for loss or damage of property or personal injury. In no event shall the Company's liability exceed the amount of money received from the Traveler who is duly registered for a given tour.

DEPOSIT, PAYMENT OF BALANCE, AND CANCELLATION POLICIES:

Full balances are due via check, payable to Your Great Days in Paris LLC, or via credit card payment 65 days prior to the first day of the tour. Your Great Days in Paris, LLC accepts payment via PayPal or by check.

Travelers who must cancel their tour can receive refunds of their tour fee, excluding the Deposit and any nonrefundable fees paid to subcontractors, as follows:

- 65 to 30 days prior to tour departure: 30% of tour balance, less any fees to subcontractors
- 29-16 days prior to tour departure: 20% of tour balance, less any fees to subcontractors
- 15 days (or less) prior to departure, no refund.

RESPONSIBILITIES AND LIABILITY

All tickets issued by the Company and its agents, and all arrangements for transport, hotel accommodations, tours and programs are made upon the express condition that the Company and its agents shall not be liable for any injury, damage, loss, accident, delay or irregularity that may arise from such purchases or arrangements.

The Company accepts no responsibility should a guest decide to make any changes in their accommodation or not dine with the group for included meals or tastings. The guest does so at his or her own expense and is not entitled to any refund from the Company. Guests who opt to deviate from the planned itinerary and who choose to leave the day's activities early or to pursue alternate activities are responsible for their activities and transport.

The Company and its agents accept no responsibility for losses or additional expenses due to delays or changes in flights, trains, or other services, sickness, pilferage, machinery breakdowns, government restraints, weather conditions, strikes, labor disputes, acts of war or terrorism, quarantine, defect in any vehicle of transportation or for any misadventure or casualty or any other causes beyond their control, other causes or acts of God.

As tour itineraries are planned substantially in advance, the Company reserves the right to cancel, change or substitute any service or activity included in a tour, and to decline to accept or retain any Traveler at any time for any reason including, without limitation, insufficient number of participants, and to make minor alterations when necessary without penalty. Substitutions of tour leaders or guides may at times be necessary due to circumstances beyond the Company's control.

Travelers should be in good physical condition and are responsible for reviewing the physical activity level included in a tour. The Company is not liable if Travelers are unable to participate in any tour activities due to Travelers' physical limitations. Travelers are requested to act in a responsible manner at all times, and act with respect towards other Travelers, the tour leaders, property, people and places visited during the tour.

Travelers will supply the Company with the information necessary to execute the final booking of their air (if included) and hotel, including full name as it appears on their active passports, address and other contact information required by the subcontractor.

The Company reserves the right to decline to accept, or to require any individual to withdraw from any tour. The company does not accept liability for Traveler's consumption of wine or alcoholic beverages. The company is not responsible for the actions of any contracted services.

Waiver and Release of Liability

In consideration of and as a condition to participating in the May or October 2011 'Basking In the Bounties of the Pays Basque' tour described above, I, the undersigned, acknowledge, appreciate, and agree that:

1. Travel, particularly international travel, poses inherent risks to both person and property. Such risks include, but are not limited to, delays, additional expense, accidents, acts of terrorism, kidnapping, damage to property, personal injury and even death.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF others, and assume full responsibility for my participation in the Tour and any and all risks associated therein;
3. I willingly agree to comply with the stated and customary terms and conditions for participation in the Tour; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives, executors, estate, and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS Your Great Days in Paris, LLC, its officers, officials, agents, helpers and/or employees, ("Releases"), FROM ANY AND ALL LOSSES, CLAIMS AND DAMAGES (including, without limitation, attorneys' fees and other expenses) RELATING TO INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, in connection with or arising from the Tour.

NOTE: Each Traveler (including in couples traveling together) must **individually** sign and send this Agreement to ***Your Great Days in Paris LLC***.

Date: _____

Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Date of Birth: _____

Please sign and mail to: Sally Peabody, ***Your Great Days in Paris LLC***, 5 Chestnut Street, Medford, MA 02155 Telephone: 781 391 6183
Email: **sally@yourgreatdaysinparis.com**

