

THE VACATION CONSULTANT / CHILDFREE TRAVEL / WED IN HAWAII: TERMS AND CONDITIONS

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The following outlines the policies and procedures of the travel agencies known as "The Vacation Consultant", "Childfree Travel" and "Wed in Hawaii". It also contains pertinent information regarding business conducted with these agencies and your travel plans, please read carefully.

Note: "Childfree Travel" and "Wed in Hawaii" are niche divisions under "The Vacation Consultant" and as so, when the name of the parent company, "The Vacation Consultant" or the term "agency" is mentioned below, the referring policies and procedures apply to all companies.

1. Traveler(s) are responsible for checking their documents and itineraries upon receipt.

Contact the agency immediately if you see any discrepancies or have any questions.

2. Traveler(s) are responsible for reconfirming airline reservations before travel:

Suggested times are 24 hours for domestic and 72 hours for international. Please check-in at the airport 1-1/2 to 2 hours in advance for domestic flights and 2-1/2 to 3 hours for international flights.

3. "The Vacation Consultant" recommends that each traveler obtain a passport or visa (if applicable).

As of January 2008, all U.S. citizens, traveling internationally by air, land and/or sea (including ferries), are required to present a valid passport. It is the traveler's sole responsibility to obtain all necessary documentation (VISA, vaccinations, etc.) for any country they are visiting or stopping over into.

4. All travel documents will be sent via FedEx Ground with no signature required, unless otherwise specified.

Unless a written request is made by the client, documents will be sent to the address given on the travel request form. Traveler(s) are responsible for safe-keeping of all travel documents/tickets before and during travel. This agency is not accountable for any lost documents once they have been forwarded to the client.

5. Submitting final payment after the due date may cause a vacation cancellation with previous payments forfeited.

This action is determined by the supplier/wholesaler and beyond the control of the agency.

SUPPLIER/WHOLESALE FEES AND POLICIES:

Cancellation deadlines and penalties will be supplied at the time of the quote or with the final itinerary.

Airlines charge for certain extra services. Policy varies depending upon airline and the destination; please contact the airline you are booked with for detailed information.

Hotel/Resort cancellation deadlines vary. "No Shows" or "No Cancellation by Deadline" will usually result in your credit card being charged for 1 night plus tax by the hotel/resort.

Rental Car Outlets have a possible charge for "No Show/No Cancellation" on pre-booked rentals; the cost is usually 1 day plus tax, which is charged by the car rental company.

Cruise Line/ Tour/ Vacation Package Suppliers have policies and terms/conditions that vary by company.

STANDARD AGENCY TRANSACTION FEES:

While the planning and booking of a vacation is free, there may be other fees assessed for certain services independent of or in addition to supplier fees. These fees may include (but are not limited to):

- Airfare Only or Published Air Purchases: Domestic \$50.00 per ticket / International \$75.00 per ticket
- Tours/Excursions: At the agency's discretion. Not to exceed \$10.00 per person, per tour.
- Travel Revisions/Modifications: \$25.00 per incident after deposit payment (plus supplier fees)
- Re-issuing of travel documents: \$25.00 per incident (plus any supplier fees)
- Insufficient Funds/Returned Checks: \$45.00 per incident
- Express Shipping: FedEx current rates

STANDARD AGENCY CANCELLATION FEES*:

All minimum deposit amounts are non-refundable. In addition to specific supplier policy and airline fees that that may be assessed for a cancellation, the agency will charge the following additional fees:

- Cancellation 60 days outside of travel: \$50.00 per person
- Cancellation 60 – 30 days outside of travel: \$75.00 per person
- Cancellation 30 – 15 days outside of travel: \$100.00 per person
- Cancellation 15 – 0 days outside of travel: \$150.00 per person

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"WED IN HAWAII" ADDITIONAL TERMS & FEES*:

This specific travel division does charge for the large undertaking of planning a Destination Wedding. An initial consultation is complimentary; however no actual services will be rendered without a paid deposit.

- Initial Deposit: \$500.00 flat rate, \$250.00 of which may be applied as a travel credit*.
- Wedding Venue/Planning: \$100.00 fee to secure a venue; \$500.00 fee to assist in the wedding plans.
- Planning of Group Activities: Service fee varies. Not to exceed \$10.00 per guest, per activity.

*Deposit is non-refundable and deductions cover administrative costs only, all standard agency fees are still applicable. Venue selection and planning fees are also non-refundable. If more than 75 guests book wedding travel and/or the honeymoon exceeds \$5000.00, clients will receive \$50.00 additional towards the travel credit. *Travel credit is only applicable to the final payment of a honeymoon planned by "Wed in Hawaii".*

DISCLAIMER OF LIABILITY:

"THE VACATION CONSULTANT", IN GOOD FAITH, IS ACTING AS AN INTERMEDIARY ONLY BETWEEN INTERNET OR OFF-LINE SUPPLIERS/PROVIDERS AND TRAVELER(S) FOR PURCHASES OF TRAVEL-RELATED SERVICES AND PRODUCTS THAT ARE NOT DIRECTLY SUPPLIED BY "THE VACATION CONSULTANT" SUCH AS (BUT NOT LIMITED TO) AIR AND GROUND TRANSPORTATION, HOTEL/RESORT ACCOMMODATIONS WITH OR WITHOUT MEALS OR OTHER INCLUSIONS, TOURS, CRUISES, VACATION PACKAGES, TRAVEL INSURANCE, TRAVEL-RELATED PRODUCTS, ETC.

"THE VACATION CONSULTANT" RESEARCHES A VARIETY OF SUPPLIERS AND THEIR PRODUCTS FOR EACH TRIP REQUEST AND WEBSITE INCLUSION, SELECTING FOR RECOMMENDATION THOSE OFF-LINE AND INTERNET SUPPLIERS WHO OFFER THE BEST PRICE AND/OR VALUE TO THEN MAKE PRE-APPROVED RESERVATIONS FOR CLIENTS – INCLUDING FORWARDING TIMELY PAYMENTS TO SUPPLIERS VIA CHECK OR CLIENT CREDIT CARD INFORMATION PROVIDED BY CLIENT TO SUPPLIERS, INFORMING CLIENTS OF ANY PRE-OR-POST DEPARTURE RESERVATION CHANGES MADE KNOWN TO "THE VACATION CONSULTANT" BY SUPPLIERS, CHECKING TRAVEL DOCUMENTS BEFORE THEY ARE ISSUED TO CLIENTS, AND FORWARDING TRAVEL DOCUMENTS RECEIVED BY SUPPLIERS TO CLIENTS IN A TIMELY MANNER. WE ATTEMPT TO RECOMMEND WELL-KNOWN AND REPUTABLE SUPPLIERS, BUT WE HAVE NO CONTROL OVER ANY SUPPLIER AND DO NOT PARTICIPATE IN RUNNING THEIR BUSINESSES, THEIR POLICIES AND PROCEDURES, OR THEIR TERMS AND CONDITIONS.

TRAVELERS SHALL HOLD "THE VACATION CONSULTANT" HARMLESS AND NOT RESPONSIBLE FOR ANY OMISSIONS, ERRORS, OR ACTS (KNOWN OR UNKNOWN) COMMITTED BY ANY TRAVEL SUPPLIER, THEIR SUB-SUPPLIERS, OR EMPLOYEES. THIS INCLUDES (BUT IS NOT LIMITED TO) ANY INTERNET SUPPLIER, HOTEL/RESORT, CAR RENTAL AGENCY, AIRLINE, RAIL PASS SUPPLIER, MOTORCOACH COMPANY, TOUR OPERATOR, OR VACATION PACKAGER. "THE VACATION CONSULTANT" DOES NOT WARRANT OR GUARANTEE THE SERVICES, QUALITY, OR PRODUCTS OF ANY TRAVEL SUPPLIER, THEIR SUB-SUPPLIERS OR EMPLOYEES OR THEIR QUALITY OF SERVICE, PRODUCTS, RATES, BOOKINGS, RESERVATIONS, CONNECTIONS, SCHEDULING OR SAFE HANDLING OF TRAVELER(S) PERSONAL BELONGINGS, OR THEIR SAFETY/SECURITY PROCEDURES FOR TRAVELER(S). TRAVELER(S) SHALL HOLD "THE VACATION CONSULTANT" HARMLESS AND NOT RESPONSIBLE FOR SUPPLIER FAILURE TO COMPLY WITH ANY/ALL DOMESTIC AND/OR INTERNATIONAL LAWS, BREACH OF CONTRACT, FAILURE TO PROVIDE PAID-FOR RESERVATIONS, INTENTIONAL OR UNINTENTIONAL ACTS OR OMISSIONS THAT RESULT IN (BUT ARE NOT LIMITED TO) LOSS/ DAMAGE/ DELAY/ INCONVENIENCE / INJURY TO TRAVELER(S). "THE VACATION CONSULTANT" SHALL BE HELD HARMLESS AND NOT RESPONSIBLE FOR THE INSOLVENCY, RECEIVERSHIP, BANKRUPTCY, LIQUIDATION, OR SIMILAR CONDITION (KNOWN OR UNKNOWN) OF ANY TRAVEL SUPPLIER.

TRAVELER(S) SHALL HOLD "THE VACATION CONSULTANT" HARMLESS AND NOT RESPONSIBLE FOR ANYTHING OUT OF OUR CONTROL BEFORE/ DURING/ AFTER TRAVEL THAT CAUSES TRAVELER INCONVENIENCES, PAIN OR SUFFERING SUCH AS (BUT NOT LIMITED TO) EXPECTED/KNOWN OR UNEXPECTED/UNKNOWN TRIP INTERRUPTIONS/ DELAYS, DOCUMENTS LOST IN TRANSIT FROM SUPPLIER TO "THE VACATION CONSULTANT" OR TO CLIENT FROM "THE VACATION CONSULTANT", SAFETY AND SECURITY ISSUES AND CONDITIONS TO/AT/FROM DESTINATION(S), TRAVELER(S) COMPLIANCE WITH DOMESTIC AND INTERNATIONAL LAWS, ANY AND ALL INCURRED INJURIES, DAMAGES TO PERSONAL PROPERTY, INCONVENIENCES CAUSED BY (BUT NOT LIMITED TO) SUPPLIERS, CIVIL / SOCIAL/ LABOR UNREST AND/OR DISPUTES, CLIMATIC WEATHER CONDITIONS, ACTS OF GOD, TERRORIST ACTIVITIES, CONDITION OF SUPPLIER EQUIPMENT, CONSTRUCTION FAILURES OR DIFFICULTIES, HOTEL/ RESORT/ SHIP/ VEHICLE/ PLANE CONDITIONS, JUDGMENT ERRORS BY A SUPPLIER/ SUB-SUPPLIER/ OR ANY SUPPLIER EMPLOYEES, ANY AND ALL CONDITIONS/ CIRCUMSTANCES THAT DO NOT ALLOW TRAVEL TO TAKE PLACE, INCLUDING ABNORMAL CONDITIONS OR DEVELOPMENTS, ANY RISKS OR CONDITIONS (KNOWN OR UNKNOWN) TAKING PLACE BEFORE/ DURING/ AFTER TRAVEL OR ANY OTHER ACTIONS, OMISSIONS, OR CONDITIONS.

TRAVELER(S) SHALL HOLD "THE VACATION CONSULTANT" HARMLESS AND NOT RESPONSIBLE FOR ANY LIABILITIES INCURRED BY CREDIT CARD HOLDERS FROM ANY CREDIT CARD UNAUTHORIZED USE, FRAUDULENT, UNSCRUPULOUS ACTS COMMITTED BY ANY PERSONS RESULTING FROM THE RELEASING OF CREDIT CARD INFORMATION TO INTERNET COMPANIES OR OFF-LINE SUPPLIERS BY "THE VACATION CONSULTANT" OR BY WEBSITE VISITORS TO HOLD, OBTAIN, OR BOOK RESERVATIONS OR PURCHASE TRAVEL-RELATED PRODUCTS. ALL MONEY AND/OR CREDIT CARD INFORMATION GIVEN TO "THE VACATION CONSULTANT" TO MAKE OFF-LINE RESERVATIONS IS DIRECTLY PASSED ON TO SUPPLIERS, EXCEPT FOR AGENT COMMISSIONS AND FEES, IF APPLICABLE. "THE VACATION CONSULTANT" IS NOT RESPONSIBLE FOR REFUNDS OF ANY MONEY DUE TRAVELER(S) BY ANY TRAVEL SUPPLIER(S) OR FOR INCREASED CHARGES BY ANY SUPPLIER(S). ANY REFUNDS DUE TRAVELER(S) ARE DUE FROM SUPPLIERS AND ANY REFUNDS ISSUED TO TRAVELER(S) FROM SUPPLIERS AND RECEIVED BY "THE VACATION CONSULTANT" SHALL BE FORWARDED TO THE CLIENT, LESS ANY FEES OR MONEY OWED TO "THE VACATION CONSULTANT".

ASSISTANCE WITH ANY TRAVELER(S) REQUESTS FOR ADDITIONAL INFORMATION NOT OUTLINED IN THESE TERMS AND CONDITIONS CONCERNING (BUT NOT LIMITED TO) DESTINATION INFORMATION, COUNTRY ENTRY REQUIREMENTS, SUPPLIER TERMS AND CONDITIONS AND DOCUMENTS NEEDED FOR TRAVEL MUST BE EXPRESSLY AND SPECIFICALLY REQUESTED OF "THE VACATION CONSULTANT". IT IS THE POLICY OF "THE VACATION CONSULTANT" TO ONLY MAKE DEPOSIT PAYMENT FOR RESERVATIONS ON THE BEHALF OF CLIENTS WHO AGREE TO AND SIGN THESE TERMS AND CONDITIONS AND WHO, IF APPLICABLE, HAVE COMPLETED AND SIGNED A CREDIT AUTHORIZATION FORM. PERSONS VISITING THE WEBSITE MAY CONSIDER THEMSELVES DULY INFORMED AS A LINK FOR THIS DOCUMENT IS POSTED ON THE HOME PAGE AT WWW.THEVACATIONCONSULTANT.COM.

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TRAVEL INSURANCE:

Travel insurance is strongly recommended for all travelers. It is initially payable with the first deposit/ payment to obtain coverage for pre-existing conditions and to cover unforeseen travel issues such as cancellations, interruptions, delays, lost/stolen/damaged baggage, medical expenses and emergency medical transportation. Coverage can then be obtained until 30 days prior to departure by contacting the agency. If you choose to decline coverage you must send in the signed waiver by final payment (available at http://www.thevacationconsultant.com/travel_insurance.htm) or the price will be added to your final balance. "The Vacation Consultant" is not responsible for any underwriting decisions on claims made by traveler(s) to the insurance company used.

HURRICANE POLICY:

All clients traveling to the Caribbean during hurricane season (June 1 – Nov 30) must take out a travel insurance policy to protect themselves and their vacation investment.

BY SIGNING BELOW, THE SIGNOR ACKNOWLEDGES THAT S/HE UNDERSTANDS AND ACCEPTS THESE TERMS AND CONDITIONS AND VERIFIES THAT S/HE IS ACTING AS A REPRESENTATIVE FOR HIM/HER SELF AND FOR RELATED TRAVEL COMPANIONS, HAVING THE LEGAL RIGHT AND AUTHORITY TO SIGN FOR HIM/HER SELF AND FOR RELATED TRAVEL COMPANIONS. "THE VACATION CONSULTANT" SHALL BE HELD HARMLESS AND NOT RESPONSIBLE FOR ANY RESULTING DISPUTES OR ACTIONS TAKEN BY FELLOW TRAVELERS ARISING DUE TO THE SIGNOR AGREEING TO AND SIGNING THIS CONTRACT. THE SIGNOR ACKNOWLEDGES AND AGREES THAT IT IS HIS/HER RESPONSIBILITY TO INFORM RELATED COMPANION TRAVELER(S) OF THESE TERMS AND CONDITIONS AND TO GIVE THEM A SIGNED COPY SHOWING THE DOCUMENT TO WHICH THEY SHALL BE BOUND. "THE VACATION CONSULTANT" IS NOT RESPONSIBLE FOR ISSUING SEPARATE TERMS AND CONDITIONS TO EACH RELATED TRAVELER BOOKED/LISTED UNDER ONE RESERVATION AND HOUSEHOLD. THE INITIAL SIGNATURE MUST BE FROM THE PERSON MAKING THE INITIAL VACATION DEPOSIT. PAYMENT CANNOT BE ACCEPTED FROM A PERSON WHO HAS NOT SIGNED THIS FORM.

This contract shall be governed by the laws of the State of California. Any disputes will be heard by the appropriate federal and/or state courts located in Los Angeles, CA. If the court's decision falls in favor of "The Vacation Consultant", all legal costs will be paid by the disputer.

VERIFICATION OF TERMS AND CONDITIONS

I have read and understand the policies set forth on these pages and agree to them.

Signature required of the person(s) who paid the deposit. Date: _____

Signature required of the person(s) who paid the deposit. Date: _____

Printed Name #1: _____ Printed Name #2: _____

Also signing on behalf of: I acknowledge that I have the authority to sign for members of my household (to whom I am related) and any dispute regarding this action is between myself and said relatives. It is my responsibility to inform them of the terms to which they are bound and I shall give them a signed copy for their records. Anyone not related to me (even if living in my household) must sign their own form. Minors are excluded from signatures.

Related Traveler #1 Related Traveler #2

Related Traveler #3 Related Traveler #4

Please fax this page only to 818-488-5162. This page must be on file to receive your travel documents.