Archdiocese of Chicago Pilgrimage to Italy | Liability Release and Terms & Conditions

**PRICING TERMS: Price stated is as of 07/08/2019 and could change prior to Final Invoicing due to new airline fuel surcharges, U.S. and International Government imposed taxes or fees, fluctuation in currency exchange rates, or failure to have a minimum of 84 passengers. Final price may be higher or lower and will be reflected on your Final Invoice issued by email 60 days prior to departure. Except for subsequently imposed increased governmental taxes or fees, your price cannot increase once you pay that Final Invoice (early final payment cannot be made.) Payment of the initial deposit for this trip indicates you have accepted these pricing terms and all terms specified in the Terms and Conditions.

**CHECKED BAGGAGE FEES: Fees are not included in this tour package price. Most airlines charge fees ranging from free to \$75 per bag one way. If traveling with group air, the air carrier for your flight will be announced in your final travel documents. Note: Because of space limitations aboard the transportation at the destination, you may only bring one checked bag on this trip.

RELEASE: Corporate Travel Service, Inc., its employees, shareholders, officers and directors (collectively "CTS") and/or the Archdiocese of Chicago ("AoC") does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground operators, including, without limitation, various entities which may utilize the CTS name, guides, sightseeing companies, entertainment, food or drink service providers, equipment suppliers, etc. As a result, neither CTS nor the AoC are responsible for any negligent or willful act or failure to act of any person or entity. In addition, CTS and/or the AoC are not responsible for any negligent or willful act or failure to act of any other person or entity it does not own or control. Without limitations CTS and/or the AoC are not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation any willful or negligent act, failure to act, breach of contract or violation of local law or regulation of any third party such as a cruise line, airline, train, hotel, bus, taxi, van, local ground handler or guide, whether or not it uses the CTS and/or AoC name, financial default or insolvency of any supplier which is to, or does supply any goods or services for this trip. Similarly, CTS and AoC are not responsible for any loss, injury, death or inconvenience due to delay or changes in schedule, overbooking of accommodation, default of any third party, attacks or bites by animals, insects or pests, injury or death while on activities sponsored by lodging facilities or by other third parties, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, acts of God or government, acts of terrorism, or the threat thereof, force majeure, war, quarantine, epidemics, or the threat thereof, criminal activity, or any other cause beyond its control. Should Cardinal Blase J. Cupich be unable to participate in this event, reasonable commercial efforts will be made to secure a substitute. Regardless of the participation of Cardinal Blase J. Cupich the tour will proceed as scheduled on the dates listed. By signing this form to participate and agreeing to these terms and conditions for this trip you agree that the terms of the cancellation penalty will be binding upon you regardless of whether Cardinal Blase J. Cupich is able to participate in this event, reasonable commercial efforts will be made to secure a substitute. Regardless of the participation of Cardinal Blase J. Cupich the tour will proceed as scheduled on the dates listed. By signing this form to participate on this trip you agree that the terms of the cancellation penalty will be binding upon you regardless of whether Cardinal Blase J. Cupich is able to participate. CTS and AoC are not responsible for any loss incurred by traveler, including lost days of the scheduled cruise/tour, due to a cancelled flight or other means and modes of transportation.

PRICING TERMS: These are outlined adjacent to the estimated selling price listed in this brochure.

<u>PAYMENT TERMS:</u> In order to meet deposit schedules with suppliers for this tour, CTS asks for prompt payment on the requested dates. Please see the reservation form for the payment schedule. Late payments may result in cancellation of your reservation. CTS also accepts Visa and MasterCard for payment. Traveler agrees not to dispute any credit card charges associated with this trip.

CANCELLATION POLICY: All cancellations must be received in writing. Forfeit \$100 for cancellations between time of deposit and 10/30/2019. Forfeit \$350 for cancellations between 10/31/2019 and 12/19/2019. Forfeit \$1,600 for cancellation between 12/20/2019 and 01/13/2020. After 01/13/2020, there will be no refund. Penalties will be according to the fax or postmark date. Travel Protection premiums are non-refundable 14 days after purchase. Premium will not be refunded within the 14 days, if the trip has already departed or a claim is filed.

TRAVEL PROTECTION: CTS highly suggests the purchase of travel protection, to help protect travelers' investment in the trip, and to help provide certain medical coverage while they are outside the USA. Plans help provide coverage for unexpected circumstances and help protect your trip and your investment. Terms vary, depending on the travel protection carrier chosen, and the terms of the plan purchased. Cancel For Any Reason* coverage is available for purchase. Consideration of such plans is encouraged because Corporate Travel adheres strictly to their "Cancellation Policy" which is specified in the sales brochure and in this document. Plans contain time sensitive benefits so we encourage travelers to purchase a plan at the time of initial trip deposit. Travel Protection premiums are non-refundable 14 days after purchase. Premium will not be refunded within the 14 days, if the trip has already departed or a claim is filed. *CFAR coverage is 75% of the nonrefundable trip cost. Trip cancellation must be 48 hours or more prior to scheduled departure. CFAR must be purchased at the time of plan purchase and within 14 days of your initial trip deposit. This benefit is not available to residents of New York State.

PASSPORT: A valid U.S. Passport is required of all passengers. Please apply for your passport immediately as passports may take a long time to process. Make sure to have it in your possession at all times while on tour. It must be valid for 6 months following the return date of the trip or boarding or entry into the destination may be denied. Please provide CTS with a copy of the inside page of your passport (showing your name and photo) at the time of reservation. If you are not a U.S. citizen, it is your responsibility to make sure you have the proper visas or documentation for travel.

PURCHASING AIRFARE

AIRFARE _Airfare is not included in the price. This trip is offered land only. Corporate Travel's retail agency will be happy to assist in arranging your flights. Please call 313-565-8888 ext 150 or 121. NOTE: Do not purchase independent Air Tickets until notified in writing that the minimum group size has been met and the trip will definitely operate. Note: Airlines do not publish airfare prices and accept reservations until 11 months prior to departure.

AIRPORT TRANSFERS IN ITALY: Not included in the package. Simply hire a taxi upon arrival and return.

TRAVEL DOCUMENTS: Unless otherwise notified, CTS will mail you your travel information

approximately 10-14 days before departure.

<u>ITINERARY:</u> The Itinerary as presented in this brochure is tentative and represents what we are planning for you, however it is subject to confirmations from many organizations. Because of changes in local schedules, we may need to alter specified events, dates and/or venues to better fit the overall plan. The right is reserved to alter or cancel the itinerary, at CTS's sole discretion, as it may deem necessary or advisable.

GRATUITIES: Gratuities for your escort, driver and guides are not included. In Europe it is customary to tip the tour manager four (4) Euros and the driver three (3) Euros per person per day. The tip for the local guides is usually about one (1) Euro for half-day tours and two (2) Euros for full day tours.

<u>ROOMS:</u> Tour prices are per person according to a room type: a "Single" room is one person in a room and a "Double" is two persons in one room. Triples are one double bed with two persons sharing the bed and one single bed. Triples are not always available and are discouraged because of cramped quarters. Note: Availability of single rooms is very limited **LUGGAGE:** Baggage is at owner's risk throughout the tour.

CHECKED BAGGAGE: Fees are not included in this tour package price. Most airlines charge fees ranging from free to \$75 per bag one way. If traveling with group air, the air carrier for your flight will be announced in your final travel documents. (Note: The website iflybags.com may be helpful and gives sample fees for all carriers.) Checked baggage is limited to one bag per person. There can be no exceptions. For most airlines, the one checked bag is limited to 50 pounds and 62 inches (length + width + height). If these specifications are exceeded, excess charges may be collected by the airline at the airport. Do not lock baggage you intend to check in at the airport. Please confirm these specifications when you receive your final travel documents, as they can and do change.

<u>CARRY ON LUGGAGE:</u> You may also bring a small carry-on bag that will fit under an airline seat and on the small parcel racks of the motor coach, which average about 8 inches high by 18 inches deep. It is best if your carry-on bag is soft sided, as the parcel racks on the motor coaches are small. Currently, travelers are allowed to transport only small amounts of liquids, gels, lottons, aerosols or similar items on their person or in their carry-on luggage. Details will be in your final travel documents.

HAZÁRDOUS MATERIALS: Federal law forbids the carriage of hazardous materials aboard the aircraft, in your luggage, or on your person. A violation can result in five years imprisonment and penalties of \$250,000 USD or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials.

HEALTH REQUIREMENTS: Travelers must be medically and physically fit for this tour. This tour requires significant walking, as motor coaches are not permitted to pick up and drop off in front of major attractions. The tour is not wheelchair accessible and is not suitable for motorized scooters, walkers, and canes. Any special medical conditions or equipment must be advised in writing, for evaluation of feasibility, at the time of making your reservation. Should any special assistance be required, traveler agrees to bring a companion capable and willing to assist traveler.

<u>DIETARY REQUIREMENTS:</u> CTS cannot be responsible for accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any problems associated with the same. All issues with those matters are the sole responsibility of the traveler.

<u>CHILDREN UNDER 18:</u> For a minor under the age of 18 to travel out of the United States without both parents or legal guardians, a notarized affidavit from the non-travelling parent(s) or guardian(s) must be obtained and presented upon departure and return to the United States. You may request a form from our office.

SWIMMING AT HOTELS: Some hotels utilized on the trip may have swimming pools. Not all hotels provide a lifeguard. Corporate Travel Service strongly recommends that there be no swimming when a lifeguard is not physically present at the pool. Any such swimming is at the sole risk of the traveler. Furthermore, Corporate Travel Service is not responsible for death or injury occasioned while someone is utilizing a hotel pool or pool facilities, whether or not a lifeguard is present.

STATE DEPARTMENT & OTHER AGENCIES: From time to time the State Department (www. state.gov) and the Center for Disease Control (www.cdc.gov) and other government agencies and departments issue travel advisories or warnings for one or more of the destinations that you may be visiting on tour. We encourage you to contact these agencies directly to obtain the most current information. CTS cannot change the cancellation terms or conditions based on the issuance of any such warning or advisory or the occurrence of any terror, health or other incident in one or more of the places this tour is scheduled to visit. All cancellation penalties remain in full force and effect.

PHOTOGRAPHY: CTS may take photographs or film of its trips and trip participants, and participant grants CTS express permission to do so and for CTS to use such for promotional or commercial use without payment of any fee or royalties.

<u>UNUSED SERVICES:</u> There is no right to a refund for any unused services including airline tickets.

<u>PARTIAL PACKAGES NOT AVAILABLE:</u> Tour Packages are offered only as described in this brochure, at the stated price. For liability reasons, it is not possible to purchase a partial package.

<u>CHANGES:</u> Changes in any of the terms and conditions can be made only in writing signed by an officer of CTS.

PARTICIPATION: CTS reserves the right to decline to accept or retain any participant on any of its tours if, in its sole discretion, it deems accepting or retaining any such participant as being detrimental to the tour. In the event any participant is removed from a trip, CTS's only obligation is to refund to that person that portion of the payment allocable to unused services. BINDING ARBITRATION: I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Michigan law and will take place in Detroit, MI. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury

NOT WITHSTANDING ANY THIRD PARTY AGREEMENTS, THIS AGREEMENT CONTROLS.