



TOUR AGREEMENT

4POINTS EXPEDITIONS

***Adventure *Exploration *Education**

This is a tour agreement between 4Points Expeditions, LLC, a California Limited Liability Company, hereinafter 4Points Expeditions, and Guest for the tour.

General

Matt May, CEO

4Points Expeditions, LLC

35 West Main Street, Suite B341

Ventura, CA 93001

Phone: 833-474-8433

info@4pointsguides.com

www.4pointsguides.com

Reservation ID:

Departure Date:

Itinerary

Return Date:

Restrictions:

Price:

Guest Information

Sponsoring Organization:

Contact Person:

Phone:

Email:

Address:

Billing Department

Contact Person

Phone

Email

Tour Information

4Points Expeditions, a specialist in adventure and educational tours has partnered with the Sponsoring Organization, to create your tour. Your journey is highlighted in the attached

summary of your tour. Sites you will see and things you will do; accommodations; travel; meals and services are the coordinated efforts of 4Points Expeditions and your Sponsoring Organization. Please be advised that until deposit fees are received, no reservations for activities, travel, accommodations or meals can be made. Delays in 4Points receiving your deposit fees may result in changes to estimated program fees including travel, accommodations and meals; additionally, delays may result in scheduled activities to be revised or changed as needed.

Deposit Requirements

Initial deposit fees of 50% are due by date specified on invoice.

Final payment fees of remaining 50% are due by date specified on invoice.

Late payments will accrue a fee of \$125.00 per day.

Deposit Amounts are based on the estimated number of participants for the tour. Until the deposits are in place, tour dates are NOT secured and may be booked by other groups. Underestimating participant numbers may result in under staffing of tour guides and instructors, incorrect travel plans and unavailability of accommodations or tour activities. For educational courses, this may result in unavailability of course materials when the program is scheduled to commence. A significant reduction in the number of participants may require cancellation and/or rescheduling of the tour. The number of reductions and when they occur will affect the ultimate decision which shall be solely that of 4Points Expeditions based on their ability to provide the highest quality tour for the Guest.

A significant increase in the number of participants may at the sole decision of 4Points Expeditions require the formation of a second tour for additional participants depending on the quantity of additions and when they become known.

Refunds/Cancellations/Rescheduling

Verifiable cancellations due to a bona fide family emergency, sudden illness or injury, which require a written request with relevant details in writing by Guest to the 4Points Expeditions Chief Operations Officer, Director or Logistics Coordinator, will usually result in the reimbursement only of money not already expended or obligated, minus deposits. All deposits are not refundable. Tours cancelled by Sponsor Organizations prior to final payments will result in the loss of all deposit fees and any additional expenses accrued by 4Points Expeditions. In certain circumstances 4Points Expeditions may reschedule programs at the request of the Sponsoring Organization. A rescheduled tour or program may result in a higher overall tour expense based on dates and locations of changes, plus additional rebooking and rescheduling fees. Sponsoring Organization accepts full financial responsibility to any changes made to the travel or program without the assistance of 4Points Travel.

Health Forms

Guest must have current Medical Questionnaire and Medical Information forms on file with 4Points Expeditions for each tour. Unless set forth below, the Emergency Contact information on

the Guests medical forms, which are a material part of this Agreement, will apply:

Guest Name:

Emergency Contact (Name, phone email):

Liability and travel Insurance

4Points Expeditions liability insurance information is available upon request. If the sponsor organization requests to be added to 4Points Expeditions liability insurance as an additional insured party, notify 4Points Expeditions at least four (4) weeks in advance of the tour start date.

Unless agreed in advance, 4Points DOES NOT provide individual travel insurance; we can provide assistance to help you find your own insurance prior to trip departure.

Tour Planning With Sponsoring Organization

Creating and organizing the tour requires coordinated efforts of 4Points Expeditions and the Guests Sponsoring Organization. Failure by the Sponsoring Organization to complete their agreed responsibilities may result in increased tour costs and fees through higher fees for transportation, accommodations, increased meal charges or other expenses. Such fees are the sole responsibility of Sponsoring Organization which will be billed at the final rate supplied by providers plus any additional time allocated by 4Points Expeditions staff, which will be billed at the rate of \$50.00 per hour. A breakdown of these costs will be provided to Guests approximately 4 weeks before final payment is due.

Transportation and Accommodation Providers

Airline, rail, bus, van, vehicle, public transportation and accommodations of all kinds will be based on rates when booked. These will be covered by the Sponsoring Organization unless indicated otherwise. This includes all insurance and fuel costs. In situations when there are delays in 4Points Expeditions receiving final participant numbers or approval to purchase travel, the Sponsoring Organization will be responsible for any additional travel expenses above the original estimates. In all cases, the estimate will provide for transportation and accommodations for one (1) staff member from the Sponsoring Organization. The expenses for any additional staff members shall be covered by the Sponsoring Organization or Guest.

Tour Terms and Conditions

1. For their safety and security, Guests are expected to comply with the directions of 4Points Expeditions personnel. In the event the 4Points Expeditions Staff Member in charge determines a Guests behavior is posing a risk to the safety and security of others, or himself/herself, or is in violation of any applicable regulation or law, 4Points Expeditions has the right to suspend the

Guest. Any Guest suspended will be responsible for their own transportation and accommodations to the next stop on their journey or asked to refrain from continued participation if 4Points Expeditions deems that is reasonable and proper under the circumstances. No refund by 4Points Expeditions will be offered for any missed or suspended components of Guests journey.

2. The service and consumption of alcoholic beverages will be limited to Guests of legal drinking age at any location or stop of the tour. Consumption of personal alcohol is not permitted at locations where serving alcohol is part of the service offered or provided by an accommodation or transportation provider. 4Points staff reserve the right to ensure a safe environment for guests and other individuals outside our tour. 4Points may choose to remove a participant from a tour or program if Guests refuse to comply with policy or safety directives.

3. No medications or medical procedures or medical actions or activities not prescribed by the Guests home physician or by a duly licensed physician or medical provider along the tour will be permitted. No drug illegal in the Guests home state, location or province, or at any location along the tour shall be allowed along the tour or shall any access to it from a third party be allowed. Any such drug or medical paraphernalia may be confiscated by any local or country governing police or medical or drug authority. 4Points Expeditions shall have no liability to Guest for any such confiscation or resultant legal action by local authorities.

4. Guests with medical conditions or mobility needs that were previously disclosed to 4Points Expeditions on their Medical Questionnaire and Information pages must make prior arrangements with another Guest who is identified before the tour commences for all assistance that may be required. 4Points Expeditions will have no obligation to provide any such services. Undisclosed medical conditions and needs or disclosed conditions and needs that surpass those identified on the Guests medical forms may, when so decided by the 4Points Expeditions Staff Person in charges, require a suspension of the Guests continued participation in the journey. All expenses, costs or fees encountered by a suspended Guest returning to their point of departure, or continuing to the next location along the tour where the condition causing suspension has been removed, shall be that of the Guest. No refund or reduction in trip expenses or fees by 4Points Expeditions will be offered or provided.

5. 4Points Expeditions will not be responsible for the performance of any obligations under this Agreement if prevented or delayed by acts of God, strikes, labor relations, matters not of their making or doing, accidents, weather, traffic, airport conditions, lack of performance by third party suppliers such as but not limited to overnight accommodations or transportation providers or support services, or any other cause beyond their reasonable control or any other cancellations that interrupt or delay the tour.

6. 4Points Expeditions may, in its sole discretion, for good, reasonable and unavoidable reason, cancel a tour at any time prior to departure. Should his occur, 4Points Expeditions will repay Guests deposits or charges therefor. For a tour in progress, cancelled for good, reasonable and unavoidable reason, 4Points Expeditions may make available alternative return transportation to the point where the tour was scheduled to conclude or the location of commencement.

7. It shall be the responsibility of each Guest to possess the necessary and valid passport for the tour. 4Points Expeditions will not be responsible for Guests refused entry into any country because of inadequate or disqualifying documentation. The Guests will be suspended from continuing on the tour at his/her expense. No refund will be provided by 4Points Expeditions.
8. 4Points Expeditions reserves the right to modify, alter, or substitute any or all of its services under this Agreement when reasonably necessary or advisable. Should this occur, 4Points Expeditions will provide the best alternative services. Hence, all fares, schedules, itineraries, hours of departure and arrival, bus transportation, special events or occasions are subject to change at any time. No refunds for any such change in services will be provided.
9. Guests are prohibited from carrying weapons, fire arms, ammunition, incendiary devices, explosive, flammable, or hazardous devices or materials or other potentially dangerous devices. Guests' luggage or personal belongings are subject to inspection by 4Points Expeditions personnel at any point along in the tour. 4Points Expeditions may confiscate, store, destroy or hand-over to legal authorities any such items on the person or in the possession of any Guests. No payments or refunds or concessions will be offered or provided by 4Points Expeditions.
10. Guests are responsible for protecting their money, jewelry, negotiable paper, cameras, videos, cell phones, computers and electronic devices and accessories of every kind, medical equipment and supplies, wheelchairs and personal mobility equipment. No payments or refunds or concessions will be offered or provided by 4Points Expeditions for any interruptions or losses, or replacements. Pets are not allowed on the tour unless a trained, necessary service animal. Any exceptions must have been arranged in writing before the tour commenced.
11. Guests are encouraged to photograph, record and video the tour as they choose, recognizing that 4Points Expeditions will do the same. Photographs, videos and recordings taken by 4Points Expeditions may include Guest along the tour which Guests will allow without any restriction. Guests grant to 4Points Expeditions an irrevocable, worldwide license to any such photographing, recording or videoing for company marketing through advertising and promotions of the tour. Guests will also allow 4Points Expeditions to duplicate for the same use and with the same rights any such photographs, recordings or video taken by Guest.
12. Guests assume all risk of participation in the tour services and operations, travel services, accommodations, facilities, products or events provided and waives and releases all claims that Guest may have or acquire against 4Points Expeditions, their respective directors, officers, owners, managers, members and employees who are collectively referred to herein as Releases, including without limitation causes or claims arising for personal injury, sprained ankles, dismemberment, death, inability to participate in one or more events or activities, delays, loss of revenue or profits or income, loss of enjoyment, upset, frustration, physical or mental, unjust enrichment, monetary loss of any kind, torts of any kind, non-monetary loss, rights to injunction or restraint, discomfort from environmental factors such as cold, rain, snow, wind, heat, lightning, thunder, snow, wind, flood, heat, lightning, indigenous plants or animals or from any other form of remedy, any related causes of action, whether or not caused by the carelessness of or contributory negligence of 4Points Expeditions.

13. Guests shall be responsible for and shall carry insurance in amounts they deem appropriate for loss or damage to baggage and travel bags and contents thereof, including but not limited to wearing apparel, jewelry, toiletries, electric appliances, medications, cameras, cell phones, video equipment and damage caused by over or under packing, nicks, scratches, scuffs, tares, damaged handles, strips, hinges, ties, wheels, soilage, stains or spillage, dents or identification tags or labels.

14. 4Points Expeditions reserves the right to terminate this Agreement with Guest because of a default by Guest for reasons including but not limited to non-payment of travel fees when due, failure to take reasonable advance steps to adequately prepare for departure leaving Guests participation in question, failure to meet medical requirements satisfactory to 4Points Expeditions per the Medical Questionnaire and Medical Information Sheets that are a part of this Agreement, and for the repudiation of material requirements of Guest that are a part of this Agreement.

15. All notices, requests, demands and other communications by either party relevant to this Agreement shall be in writing and shall be delivered by mail, overnight delivery or hand delivery to the other party at the addresses set forth in this Agreement. Notices by e-mail are acceptable.

16. 4Points Expeditions and Guest waive their respective rights to the jurisdiction of any legal or equitable court or governmental legal system or tribunal of any country or province along the tour and agree to mediate any dispute or claim arising between them arising out of this agreement under California law before resulting to binding arbitration. Mediation fees, if any, shall be divided equally by the parties. If either party commences legal action without first attempting to resolve the matter through mediation or refuses to mediate, the action shall be invalid and that party shall not be entitled to attorney fees even if they would otherwise be available to that party in any such action.

17. If any dispute is not settled through mediation, it shall be decided by neutral binding arbitration. The arbitrator shall be a retired judge, justice or attorney with at least five years of commercial law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with California Code of Civil Procedure Section 1283.05.

18. If any legal action is brought to enforce or interpret the provisions of this agreement as set forth in this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs from the other party. These fees, which may be set by the arbitrator, are in addition to other relief which the prevailing party may be entitled, as further addressed herein.

19. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of

the covenants and agreements between the parties, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement. No representation, statement/promise not contained in this Agreement shall be valid or binding.

20. No amendment, modification, or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto.

21. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Agreement shall be construed pursuant to and in accordance with the laws of the State of California. Proper venue in California for anything having to do with this Agreement is the Superior Court of California, County of Ventura, 800 S. Victoria Avenue, Ventura, CA 93003.

22. Guests shall not assign or transfer his/her rights or duties under this Agreement or any portion thereof without prior written consent of 4Points Expeditions. Any such assignment or transfer by Guest that does not comply with this provision shall have no force or effect.

23 The parties acknowledge this Agreement has been prepared through the joint effort of all parties and that any rules of construction or interpretation requiring the same to be construed in favor of a particular party are hereby waived.

24. If any term of this agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms shall remain in full force and effect and shall not be affected.

25. If Guest is a minor, the party executing this Agreement acknowledges legal authority to do so and accepts full and unconditional responsibility for all obligations, duties and performance obligations of Guest herein as though that party was the Guest signing this Agreement. 4Points Expeditions reserves the right to require the adult party executing this Agreement for the minor Guest to present legal documents that establish his/her legal authority. If 4Points Expeditions rejects what is provided, another party with legal authority shall meet the requirements hereof. Failure to do so will nullify this Agreement.

Dated:

Guest/Participant Name:

Is Guest a minor:

Signed by:

Relationship: