

**PLEASE READ THIS DISCLAIMER. IT CONSTITUTES PART OF YOUR CONTRACT FOR TRAVEL RELATED SERVICES. PLEASE CHECK YOUR DOCUMENTS WHEN YOU RECEIVE THEM. CALL US IF YOU HAVE ANY QUESTIONS. MOST DISCOUNT FARES INVOLVE RESTRICTIONS. ANY CHANGES COULD RESULT IN AN INCREASED FARE.**

Sunset Cruise Vacations Inc. doing business as Sunset Vacations and Travel Planning (referred to herein as SVTP) acts as a sales agent for any airline, hotel, car-rental company, tour operator, cruise line, or other service provider named in your itinerary or confirmation ("Suppliers"). SVTP is not responsible for acts or omissions of the Suppliers, their failure to provide services or adhere to their own schedules, their failure to pay any refund, or for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be caused by any party not under SVTP's control. Additionally, SVTP has no special knowledge of any supplier's financial condition and no liability for recommending a future credit. By booking your arrangements with us, you are agreeing to be bound by the terms of this agreement and any additional terms and conditions of any supplier that are applicable to your booking arrangements. The lead passenger assumes the responsibility of sharing these terms and conditions with each passenger in their group, including payment of all amounts when due. It is the responsibility of each passenger to read our terms and conditions in its entirety. In addition, we reserve the right to modify these Terms and Conditions. By accepting your invoice(s) or itineraries, you hereby agree to release SVTP from all claims arising out of any problem covered in this paragraph, to submit all other claims within 30 days after the return of your trip, and to litigate exclusively in the courts in Tarrant County, Texas.

You are responsible for checking all booking confirmations when received verifying all information is correct. SVTP will not be responsible for omissions or errors if not brought to our attention immediately. Payment must be received by the final due date to avoid vendor cancellation.

You are responsible for your own behavior. Bad behavior is not tolerated by airlines, suppliers or destinations and you can be assessed large fines. You acknowledge that you are responsible for your own actions and that you will not hold SVTP responsible for your behavior in any way nor for any claims that arise from your conduct.

SVTP assumes no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of the Suppliers; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by the Suppliers; or (3) any wrongful or negligent acts or omissions on the part of any other party not under SVTP's control. You hereby release SVTP from all claims arising out of any problem covered in this paragraph.

Travel arrangements involving airline and cruise components are subject to supplemental price increases that may be imposed by the supplier and/or government after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms. By accepting a SVTP itinerary or invoice, you hereby consent to those terms and conditions.

**PASSPORTS, VISAS, INOCULATIONS:** -All international travel requires that all persons, including infants, have a **Passport book valid for six months after your return date to the US.** SVTP is not responsible for names misspelled on the documentation. Please review each trip confirmation carefully to verify that the information in your documents match your passport exactly. Names on the reservation and passport must match **exactly**. Name changes made to a reservation after a deposit will result in additional charges at traveler's expense. It is the sole responsibility of each passenger to research and obtain any needed documentation such as passports, visas, inoculations, etc. Failure to comply with these regulations may result in denied boarding, denied entry, and/or government imposed fines.

SVTP has no special knowledge of dangers including foreign entry requirements, unsafe conditions, health hazards, weather hazards, supplier bankruptcies, climate extremes at locations to which you may travel or the suitability for disabled persons of any portion of any tour. For information concerning possible dangers at destinations, SVTP recommends contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or [www.travel.state.gov](http://www.travel.state.gov). For medical information, SVTP recommends contacting the Centers for Disease Control at (877) FYI-TRIP or [www.cdc.gov/travel](http://www.cdc.gov/travel). You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination(s), and all conditions including but not limited to health, safety, security, political stability, labor or civil unrest, and terrorism at such destination(s). Any passengers denied boarding due to improper documentation will not receive a refund. You hereby release SVTP from all claims arising out of any problem covered in this paragraph. You agree that the courts in Tarrant County, Texas will be the exclusive jurisdiction for all claims brought by you against SVTP, or by SVTP against you and you hereby submit to the personal jurisdiction of those courts. All claims for refunds or damages must be filed in writing within 30 days after your return date.

In giving SVTP your Credit Card information, you authorize us to charge each transaction for your trip. Your authorization is a binding agreement for us to charge your card, and as such, you waive any right to a chargeback in the case of cancellation for any cause (excepting fraud), including a force majeure event, as defined herein, and agree to refund policies and procedures as outlined in these terms and conditions. In the event a client attempts to chargeback, reverse or recollect a trip payment already made without our

authorization, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees.

Force majeure" means, in relation to our agency, in any circumstances beyond our reasonable control, (including, but without limitation, to acts of God, explosion, flood, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, sickness, epidemics, pandemics, quarantines, government intervention, weather conditions, defects in machinery and vehicles, delays or other unforeseeable event), SVTP shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, and shall not provide any refund, by reason of delay in performance, or by non-performance, of any of our obligations hereunder to the extent that any such delay or non-performance is due to any force majeure. If our agency, and/or any of our travel suppliers, are affected by force majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to your trip.

For your protection, we strongly recommend that you purchase trip cancellation and travel accident and medical insurance including evacuation coverage. However, no representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. We also strongly recommend that you use a credit card for your purchase, so that you can exercise your rights under the Fair Credit Billing Act if you do not receive the services you purchased.

Planning any vacation takes extensive time and effort before the departure date ever arrives. In addition to penalties charged by the cruise line and/or other travel suppliers, **all bookings cancelled or changed after deposit** will be charged a service fee by Sunset Vacations & Travel Planning commensurate with the time spent on your booking. This applies whether it was your decision or not to alter or cancel your itinerary. Prior to travel, non-commissionable travel components such as air, train, special arrangements, etc. will be charged a service fee for time spent on research, booking and maintenance. If there is any part of these terms and conditions that you do not agree with, please contact us for clarity.