

Italian Enthusiast Tours, LLC
Terms and Conditions

These Terms and Conditions below govern the Agreement between you, the Customer, and us, Italian Enthusiast Tours, LLC (“Italian Enthusiast Tours”). By booking a trip with us, you agree to be bound by these Terms and Conditions. Please read them carefully and make sure you understand them. **Italian Enthusiast Tours, LLC is registered with the State of Florida as a Seller of Travel – Registration No.: ST41354.**

Our Services

Italian Enthusiast Tours provides travel management services, including but not limited to managing hotel accommodations, group meals, excursions, guided tours, sightseeing, educational classes, cultural workshops, and transportation during the scheduled events. We do not handle the airfare purchases. We also do not provide transportation to and from the airport in your home state or in Italy, unless otherwise stated on our website (some tours we do). Additionally, unless otherwise stated on our website, Italian Enthusiast Tours arranges a trip package which includes the following services: i) hotel accommodations at a 4-Star Hotel for a total of six (6) nights based on double occupancy; ii) six (6) breakfasts, four (4) lunches, and five (5) dinners; iii) private guided tours of at least four towns and/or cities; iv) visit to a winery, including a wine tasting, or visit to an olive farm, including olive oil tasting; v) two educational classes and/or cultural workshops; vi) admission to two museums, with a private guided tour at one of them; vii) transportation to and from scheduled excursions; and viii) gratuity for the lunches and dinners.

Other expenses that are not covered by Italian Enthusiast Tours include but are not limited to visa/passport costs, transportation within Italy that deviate from the scheduled itinerary, food and beverages that are not included in the preset meals (i.e., snacks in between meals, meals and drinks that are not included in the preset menu, etc.), medical costs for illness, insurance costs, hotel incidentals (i.e., minibar or room service charges), and any and all other personal expenses. Customer shall be responsible for any and all other costs and expenses not included in the services provided above.

Trip Cost

Unless otherwise stated on our website, the trip cost shall be **\$3,850.00** per person. If a Customer wishes for us to upgrade the itinerary, e.g., arrange a longer stay at the hotel, upgrade to a 5-Star hotel, organize additional classes and/or tours, etc., then the trip cost is subject to increase. Customers must speak with a team member from Italian Enthusiast Tours before paying a deposit to

discuss options if he/she wishes to deviate from the scheduled trip.

Reservation & Payment

Those Customers interested in booking a trip with Italian Enthusiast Tours can initiate booking either by clicking on our website’s “Book Now” link and filling out the contact details, or by emailing Anthony Barbuto at anthony@italianenthusiast.com requesting information. Upon receipt of your Book Now message or email, someone from Italian Enthusiast Tours will be in touch with you promptly to arrange a conference call. During the conference call, we will discuss the trip details, including related issues such as medical concerns, disabilities, food allergies/preferences, etc. If the Customer, for example, is a vegetarian, or has special food requests due to allergies, the Customer must discuss with Italian Enthusiast Tours before booking so that Italian Enthusiast Tours can make its best efforts to arrange accommodation; however, since Italian Enthusiast Tours is not in direct control of the food and beverage providers, we are not responsible for any allergic reactions or sickness due to the ingredients. Customers must be at least twenty-one (21) years old to attend our trips.

If, after the call, Customer wishes to participate in our trip, we will send Customer payment details and a copy of these Terms & Conditions (which is also downloadable online) for Customer to sign. To hold a spot with our company, Customer must return the signed Terms & Conditions, along with payment of at least 20% of the total trip cost representing a non-refundable deposit, and provide to Italian Enthusiast Tours a copy of Customer’s passport (or in the event the passport has not yet been obtained, then a copy of a driver’s license). The remaining balance is required ninety (90) days prior to the first day of the tour. In the event that the remaining balance is not paid at least ninety (90) days prior to the first day of the trip, then Customer’s deposit will be forfeited and Customer’s booking cancelled (unless otherwise agreed to in writing). In the event a Customer wishes to join our tour within ninety (90) days prior to the first day of the tour, it may be possible, so long as the Customer contacts Italian Enthusiast Tours for details and availability for the upcoming trip. A reservation will not be considered confirmed until payment in full has been made and received. Once your initial deposit is made, we will send you a confirmation letter. Italian Enthusiast Tours offers three (3) ways of payment: i) credit card; ii) bank wire transfer; or iii) check. The quote we provide is in US Dollars. A three percent (3%) processing fee will be added to the payments in the event Customer wishes to use a credit card.

Cancellation Policy & Refunds

If you must cancel your trip, Customer must submit his/her cancellation notice to us in written form by email to: anthony@italianenthusiast.com. Refunds will be provided as follows:

- 1) The initial 20% deposit as referenced above is non-refundable and will not be refunded for any reason;
- 2) If the trip is cancelled prior to 120 days from the first day of the tour, then 100% of the balance (excluding the 20% initial deposit) shall be refunded;
- 3) If the trip is cancelled prior to 90 days from the first day of the tour, then 75% of the balance (excluding the 20% initial deposit) shall be refunded;
- 4) If the trip is cancelled prior to 60 days from the first day of the tour, then 50% of the balance (excluding the 20% initial deposit) shall be refunded;
- 5) If the trip is cancelled prior to 30 days from the first day of the tour, then 25% of the balance (excluding the 20% initial deposit) shall be refunded;
- 6) If the trip is cancelled within 30 days from the first day of the tour, then no refund shall be provided.

Traveler substitutions are considered cancellations of reservations and are subject to the above cancellation fees (unless otherwise agreed to in writing). This Agreement is not transferable or assignable to any other party. Once the trip begins, if Customer fails to appear, or if Customer is unable to attend a scheduled event (meal, excursion class, tour, etc.), we are unable to refund any amount for Customer's inability to attend such event, even if the non-attendance of the event is due to something out of Customer's control, including flight or transportation cancellations, passport issues, personal family emergencies, sickness, injury, inability to adjust to a new time zone, etc.

Italian Enthusiast Tours reserves the right, without refund of any portion of the trip cost, to terminate a Customer from the trip, if in Italian Enthusiast Tour's discretion, believes the Customer has participated in improper and/or disruptive behavior. Such improper and/or disruptive behavior includes but is not limited to: drunkenness, assault, battery, disorderly conduct, harassment, or any other objectionable behavior or violation of Italian laws. In such a case, the terminated Customer must vacate the hotel immediately and secure other accommodations at his/her expense; and the terminated Customer will no longer be permitted to participate with the trip activities.

Alteration of Itinerary

Italian Enthusiast Tours reserves the right to modify the scheduled trip itinerary. It is possible that an intended event on the itinerary is canceled as a result of an Italian holiday, observance, strike, Italian vacation, uncustomary hours of operation, bad weather, etc. In such an event,

Italian Enthusiast Tours reserves the right to modify the itinerary, so long as it makes its best efforts to schedule a new, similar event that is comparable to the originally scheduled event. Italian Enthusiast Tours reserves the right to cancel and/or modify any tours or make changes to scheduled events, including restaurant reservations, hotel accommodations, etc. Any such change or modification shall not be considered a cancellation and no refund shall be due.

Social Media

By paying the trip cost as referenced above, Customer grants Italian Enthusiast Tours, together with its members, affiliates, agents, representatives and employees, the right and license to use, reuse, publish, reproduce, perform, copy, create derivative works, exhibit, broadcast and display, throughout the world, and in all forms of media, advertising, marketing and promotion, Customer's name and likeness, including without limitation, photographs, videos and recordings of Customer for Italian Enthusiast Tour's website (www.italianenthusiast.com) and social media, including Twitter, Instagram, Snapchat, Facebook, YouTube, Google+, etc.

Travel Documents

Italian Enthusiast Tours is not liable or responsible to issue any refunds if the Customer fails to appear due to problems with his/her travel documents. As a general rule, passports should have at least six (6) months of validity when traveling internationally. Most countries will not permit a traveler to enter their country unless the passport is set to expire at least six months after the final day of travel. Further, it is usually required that Customer's name as precisely written on his/her passport be the name provided to the airlines when purchasing a ticket. The Customer is solely responsible for ensuring proper travel documentation and validity.

When Customer purchases an airline ticket, Customer must ensure that his/her agent explains the conditions under which the ticket is issued, as Italian Enthusiast Tours is not responsible for such airline ticket cancellation fees, even if Italian Enthusiast cancels the tour for any reason. Customer acknowledges that traveling to Europe often requires an overnight flight, and therefore, Customers may be required to leave their home country a day before the first day of the scheduled trip.

Medical Issues

The Customer must advise Italian Enthusiast Tours in writing, prior to booking, of any physical, emotional or mental condition, which may require professional attention during the trip or the use of special equipment. Customer must provide his/her own small, collapsible wheelchair if it is a necessity through Customer's

journey. The trips organized by Italian Enthusiast Tours are not always wheelchair-accessible, as many places in Italy do not have such accommodations. We cannot guarantee any wheelchair assistance or accessibility in Italian destinations. Italian Enthusiast Tours reserves the right to decline working with any Customer whose condition, in our opinion, may affect the health, safety or enjoyment of other Customers. Customer should take into account all international travel risks and health requirements applicable to the areas he/she intends to visit. Customer is solely responsible for checking the governmental safety and security conditions, vaccination, and other health requirements in Italy. The right is reserved to decline, to accept or retain any person as a member of these trips at any time. By accepting these Terms & Conditions, Customer certifies that he/she does not have any mental, physical or other condition or disability that would create a hazard for himself/herself or other passengers.

Italian Enthusiast Tours cannot provide individual assistance to a Customer for walking, dining, getting on and off transportation vehicles, or other personal needs. A qualified companion must accompany customers who need such assistance.

Insurance

It is recommended that Customer purchase proper travel and medical insurance before leaving his/her home country to cover a wide range of unexpected losses and damages. Please ask Italian Enthusiast Tours for some recommendations on insurance carriers and programs. It is not the responsibility of Italian Enthusiast Tours to purchase any types of insurance for Customer.

No Responsibility for Independent Contractors

Italian Enthusiast Tours, including its individual members, shareholders, and employees, do not own or operate any entity which is to or does provide goods or services for Customer's trip, including, for example, lodging facilities, hotel accommodations, transportation companies, guides or private tours, food service providers, educational classes, ground operators, etc. Customer acknowledges that Italian Enthusiast Tours utilizes independent contractors to provide such travel services and therefore cannot guarantee the services provided by them; Italian Enthusiast Tours has no direct control over the independent contractors utilized and is not responsible for any negligent or willful act or failure to act of any such person or entity, nor for any act or inaction of any other third party not under its control.

Without limitation, Italian Enthusiast Tours is 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 of any third party, such as an airline, train, hotel, restaurant, tour company, or food supplier; bus, taxi, van, or local ground handler; local outfitter or guide, which is, to, or does supply any goods or services for the trip.

Force Majeure

Italian Enthusiast Tours is not responsible for any loss, injury, death, or inconvenience due to delay or changes in schedule or failure of any transportation mechanism to arrive or depart safely; overbooking or downgrading of accommodations; insolvency or default of any third party; acts of government; bites or attacks by animals, insects or pests; sickness; the lack of appropriate medical care; evacuation to same, if necessary; weather; strikes; acts of God; acts of terrorism or the threat thereof; events of force majeure; war; quarantine; epidemics or the threat thereof; criminal activity; overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for the failure of any transportation mechanism to arrive or depart on time; sanitation problems; lack of medical care, or for any other cause beyond the direct control of Italian Enthusiast Tours. Nor is Italian Enthusiast Tours responsible for the loss of Customer's valuable items due to Customer's negligence, or due to theft by a third party. In the event that a trip is cancelled as a result of an act of God or force majeure, no refund shall be given, but the tour shall be rescheduled for a later date. In the event a tour is cancelled by Italian Enthusiast Tours for reasons other than an act of God or force majeure, then Customer shall be entitled to a full refund, less the non-refundable deposit referenced above.

Modification of Itinerary

Client acknowledges that not all museums and attractions are open every day all year round. Italian Enthusiast Tours reserves the right to vary the sequence of sightseeing and/or to re-route the order of cities if that enables Customer to visit all listed excursions, museums, classes, etc. In either case, the itinerary content will be maintained to the extent possible and there are no refunds for any unused or unavailable excursions. Many of the tours and events that Italian Enthusiast Tours schedules, include activities requiring care and attention. Such activities include trekking, climbing stairs, walking, entering and exiting caves, etc. All activities are undertaken at Customer's own risk.

Binding Arbitration

Customer agrees that any dispute concerning, relating, or referring to these Terms and Conditions, the Release provided therein, the material on Italian Enthusiast Tours' website, or any other literature concerning

Customer's trip, or the trip itself, shall be resolved exclusively by binding arbitration according to the then existing commercial rules of the American Arbitration Association in Florida. Such proceedings will be governed by substantive Florida law. 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 part of this contract is void or voidable. Upon payment of a deposit, Customer indicates acceptance of the above Terms and Conditions, the Release, and of the Arbitration Agreement.

Communications & Notice

Whenever Customer needs any help or wants to contact Italian Enthusiast Tours for any reason, please email anthony@italianenthusiast.com, or call Anthony Barbuto directly at: +1 (561) 531-8221.

Assumption of Risk

CUSTOMER ACKNOWLEDGES THAT WHEN SIGNING AND AGREEING TO THESE TERMS & CONDITIONS, CUSTOMER WILL PERMANENTLY LIMIT HIS/HER ABILITY TO RECOVERY FROM ITALIAN ENTHUSIAST TOURS, LLC, AND ANY OF ITS MEMBERS, EMPLOYEES, SHAREHOLDERS OR AGENTS FOR INJURIES, LOSSES OR DAMAGES THAT CUSTOMER MAY SUSTAIN AS A RESULT OF PARTICIPATING IN A TRIP ORGANIZED AND MANAGED BY ITALIAN ENTHUSIAST TOURS, LLC.

Customer acknowledges that he/she freely chooses to travel to Italy as indicated above for the purpose of research, study, volunteer work, or personal experience or development, as the case may be, and Customer freely accepts all the risks associated with the trip.

Customer understand that Italian Enthusiast Tours is not an agent of, and has no responsibility for, any third party including without limitation to any sponsor, independent contractor, or program that may provide any services, equipment, educational classes, hotel accommodations, private guided tours, food and beverage, or activities associated with the trip. I agree to inform myself about the potential dangers of the areas I am traveling to and precautions which should be taken, including reviewing the State Department Consular Travel Information at <http://www.travel.state.gov> and the Centers for Disease Control at <http://www.cdc.gov/travel/> for health and immunization information for travel.

Participating in any activity is an acceptance of some risk of injury. Customer agrees that his/her safety is primarily dependent upon taking proper care of himself/herself and avoiding any activity or behavior, which would harm himself/herself or others.

Despite precautions, accidents and injuries can occur. Customer understands the activities he/she may undertake may be potentially dangerous, and that Customer may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities, equipment or trip participation. Therefore **CUSTOMER ASSUMES ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- A. Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, that may occur as a result of participating on the trip and in an activity or contact with physical surroundings, environment, tours, equipment or other persons during the trip.
- B. Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority.
- C. Theft or loss of personal property during the trip or any trip related travel.
- D. Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.
- E. Alteration including delay, extension or cancellation of the trip due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes.

Customer further acknowledges that the above list is not inclusive of all possible risks associated with the trip or facilities, equipment, or services in association with the trip, and that the above list in no way limits the extent or reach of this release and covenant not to sue. Customer understands that participating in this trip is an acceptance of risk of injury.

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of being permitted to participate in the trip, you, the Customer and the undersigned, to the

fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, **hereby do forever release** Italian Enthusiast Tours, its members, agents, shareholders and employees, from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against Italian Enthusiast Tours, its members, agents, shareholders and employees, on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to the trip, or services associated with the trip however the injury is caused, including whether by the ordinary negligence of Italian Enthusiast Tours or otherwise.

In consideration of being permitted to participate in the trip, Customer, **covenants not to sue** and agrees to **indemnify and hold harmless** Italian Enthusiast Tours from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to Customer's participation in the trip and any services provided as referenced above, including hotel accommodations, guided tours, restaurants, transportation on trips, educational classes, etc.

Customer hereby certifies that he/she has full knowledge of the nature and extent of the risks inherent in the trip and the participating in the services associated with the trip, that Customer is voluntarily assuming all risks, whether known or unknown, and that Customer is voluntarily participating in the trip.

Customer understands that he/she will be solely responsible for any loss or damage, including death, which Customer sustains or causes, whether in whole or in part, while participating in the trip and associated services of the trip, and that by this agreement Customer is relieving Italian Enthusiast Tours, its members, agents, employees and shareholders of any and all liability for such loss, damage or death.

Customer's signature below indicates that he/she has read and freely signed these Terms & Conditions, which shall take effect as a sealed instrument. Customer further certifies that he/she is legally competent to sign this agreement. Customer further understands that the terms of this agreement are legally binding, and Customer certifies that he/she is signing this agreement after having carefully read and understood the same, of his/her own free will.

Notwithstanding the above, in no event shall the liability of Italian Enthusiast Tours, LLC, or its members, to the Customer for damages in any manner related to these Terms & Conditions, including the travel services managed by Italian Enthusiast Tours, exceed the total dollar amount of the trip cost paid by Customer, as referenced above.

Severability

If any one or more section of these Terms & Conditions shall for any reason be held to be illegal, invalid, and/or unenforceable, such decision shall not affect the validity of any other section of these Terms & Conditions which are operable without the offending section and shall remain effective notwithstanding such illegal, invalid, and/or unenforceable section.

Headings for Convenience Only

The headings of the various sections contained herein are not part of the Terms & Conditions and are included solely for convenience of the parties.

Customer's Signature & Acceptance of Term

I, Customer, agree to the Terms & Conditions set forth above:

Customer's
Printed Name: _____

Customer's
Phone Number: _____

Customer's
Email: _____

Customer's
Signature: _____

Date: _____

TOUR NAME

TOUR DATES