

ENDLESS SUMMER TOURS
TERMS & CONDITIONS
Tel: 1-800-234-7007 Fax: 1-910-401-1486

GENERAL: The following terms & conditions apply to all transportation, accommodations, services & activities included in the packages described in this promotional flier. EST acts as agent for all travel arrangements. **PRICES:** All rates are based on current rates at time of printing & are subject to change at any time without notice until deposit is received.

AIR TRANSPORTATION & FLIGHT INFORMATION: Public charter air services are provided by Champion Air, Planet Air, Continental, Miami Air, Northwest, North American, Pace Airlines, Ryan Air, Sun Country, & ATA. Public charters are operated by SunCoast Vacations, Apple Vacations, GWV, TNT, Funjet, Suntrips, & Vacation Express. Scheduled air services are provided by Air Jamaica, American Airlines, Continental, Delta, Northwest, Southwest, & US Air. EST & the airline reserve the right to substitute any duly licensed airline &/or to change the aircraft type, routing, & do not guarantee single plane or non-stop air service to the resort destination. Flight delays are unfortunate, but an inherent risk in air travel. Flight delays, missed nights accommodations & expenses incurred due to flight delays, & missed connections to/from a charter flight are beyond the control & responsibility of EST. In the event of a charter flight delay (does not apply to weather related, air traffic control, or security related delays), EST will provide the following passenger compensation: up to 12 hours total delay: No compensation, 12-24 hours total delay: \$50 credit on future trip, over 24 hours total delay: \$100 credit on future trip. Flight times are TENTATIVE & are not guaranteed and may affect the actual length of stay at the vacation destination. It is the **SOLE RESPONSIBILITY** of the trip participant to reconfirm both the outbound and return flights 48hrs, 24hrs, and 4 hrs prior to flight departure.

DEPARTURE TAXES & FEES: All U.S. & International departure taxes and fees are due with final payment. Trip participant is responsible for any increase in these taxes.

CUSTOMER CARE: EST has offices & representatives in all resort destinations. If you require assistance during your vacation, please contact our on-location reps. They are there to assist you whenever needed. EST is not responsible for any expenses incurred, such as long distance phone calls. In the unlikely event that the situation is unable to be resolved, please contact our customer service department within 60 days of your return. Failure to write within 60 days will release EST from all claims & liability. Trip participant acknowledges & agrees that any dispute regarding the interpretation, breach, or enforcement of this agreement shall be filed and heard by the courts in New Hanover County, State of North Carolina. This agreement contains the entire understanding between the parties & supersedes any other written &/or oral agreements. No modifications, additions, waivers, or cancellations of any provision shall be valid except in writing and signed by the parties involved.

RESPONSIBILITY: EST arranges with airlines & other companies to provide for all the services listed in this brochure. If the airline or charter operator must cancel the charter flight for any reason, EST will notify you within 7 days of the cancellation, but in no event later than 10 days prior to the scheduled departure date. In the unlikely event of a complete cancellation, EST's only liability will be to refund, within 14 days of the date of cancellation, all payments made. EST & it's agents act solely as agents for the air carriers,

hotels, ground transfer companies, bus companies, & other establishments in providing transportation, accommodations, & other services that accompany the tours. Therefore, EST shall NOT be responsible for any accident, injury, damage, death, loss of vacation time, expense, inconvenience, loss of wages, distress or frustration whether physical or emotional, due to an act of negligence or default of any carrier, restaurant, hotel, tour or ground operator, or any persons rendering any of the services included in this tour or losses due to mechanical breakdowns, gov't actions, act of God, delay or cancellation of travel due to inclement weather, theft, strikes or other circumstances beyond our control; the failure to obtain & present the required travel documentation; the failure to follow instructions, including reconfirming flight times. In the event of a hotel overbooking or other situation necessitating an accommodations change, EST will provide, in its sole judgment, either equivalent or upgraded accommodations or will refund the difference. Furthermore, no refunds will be issued for any unused accommodations, flights or other package features for any reason. EST strongly recommends the purchase of optional trip protection which provides compensation for trip interruption due to medical emergencies. MAJOR CHANGE: In accordance with Part 380 of the DOT's Special Regulations, if we make a major change prior to departure, you have the right to cancel & receive a full refund. The following are considered major changes: (1) A change in departure or return dates of more than 48 hour, unless the change results from a delay experienced by the carrier, (2) A change in the origin or destination city, unless the change affects only the order in which the cities are visited, (3) a price increase of more than 10% occurring 10 or more days prior to departure. If EST becomes aware of a major change more than 10 days prior to departure, EST will notify tour participants within 7 days of knowing of such change. If EST should become aware of a major change within 10 days of departure, it will notify participants as soon as possible. Upon receiving notification of a major change, tour participant may cancel in writing within 7 days, but in no event later than the date of departure. EST shall have no other liability to tour participant except a full refund. RESERVATIONS: To make a reservation fill out the form below and mail it along with your deposits and full payments to Endless Summer Tours, 3600 South College Rd., Suite E # 362, Wilmington, NC 28412.

PAYMENT SCHEDULE: All deposits are due with reservation - \$50 per person. A second deposit of \$100 is due on December 1. All final payments are due 60 days prior to travel but no later than January 10. Reservations may be canceled without refund if not received by this date. If space is still available after January 10, full payment is required immediately. Payment may be in the form of money order or check. All prices reflect a discount of \$25 for these forms of payment. Credit cards are accepted (Visa, MC, Discover, & American Express) for payment but, you must add back the discount when making final payment by this method. Credit Card purchases require signatures of card holders and reservations are not confirmed until all signed forms are in our office. Checks will only be accepted up to 45 days prior to departure. There is a \$40 service fee for all checks returned to us for any reason.

PRICE GUARANTEE: After initial deposit is received your package price will not increase unless fuel, security, or government related surcharges are imposed on EST.

CHARGES/CANCELLATIONS: There will be a \$30 per person fee for any changes to reservations. Cancellations received by EST in writing via certified mail 60 days or more prior to departure will receive a full refund less \$200. Cancellations received 59 days or

less to departure receive NO REFUND. RESERVATIONS MADE 59 DAYS OR LESS PRIOR TO DEPARTURE ARE FINAL, AND THEREFORE

"NON-REFUNDABLE" ;Cancellation Protection is optional and highly recommended and is available for \$39/Int'l & \$19/domestic vacations.

TRIP DATES - OPERATOR'S OPTION: All trip dates have been set to coincide with your Spring Break. Although Spring Break Weeks are referenced by the Saturday of each departure weekend, the charter operator reserves the right to us Friday, Saturday, or Sunday departures. The following airports are considered to be co-terminal & may be substituted for one another: (Newark, JFK, LaGuardia), (BWI, DCA, Dulles), (O'Hare, Midway).

HOTELS: EST will not be responsible for hotel changes that arise from late customer payments. (Please pay by due dates)

ROOM DAMAGE DEPOSITS: International: Up to \$100 per person room damage deposit may be payable upon check-in at your hotel. This will be refunded at check-out provided there are no damages. EST assumes no responsibility for any room damage charges, this is a transaction between you and the hotel. Domestic: \$50 cash deposit paid with final trip payment and returned approx. 30 days after check- out provided there are no damages or room charges.

TRIP CONFIRMATION: Upon receipt of payment, EST will send you a confirmation of your booking. It is your responsibility to contact EST regarding any discrepancy with your booking (departure date, airport, destination, or hotel). Final trip documents will be downloaded and printed via our website or may mailed to your on-campus rep, travel agent, or you directly provided that your group is paid in full.

DOCUMENTATION FOR INT'L TRAVEL: Proper proof of citizenship is required for foreign destinations: Passport/original birth certificate with valid government issued picture I.D. International Travelers who are under 18 years must have a signed & notarized parental release - present at check-in. It is the sole responsibility of the traveler to present proper ID documents. EST is not responsible for any missed travel due to improper documentation.

BAGGAGE: Air carriers allow each passenger to bring up to two pieces of luggage each measuring no more than 62" for a maximum of 44 lbs., plus one carry on bag that can fit under the airplane seat in front of you. For International flights, the air carrier liability for lost baggage is limited to a max. of \$400/person.

TRAVEL PROTECTION PLAN: EST strongly recommends the purchase of the travel protection plan that covers the following situations: 1) Cancellation with full refund (\$900 max.) up to 24rs prior to travel due to medical reasons only. 2) Compensation for FLIGHT DELAYS - re-imburement up to \$50/day. 3) Compensation for baggage delay - re-imburement up to \$50/day. This optional protection is available for \$39/Int'l & \$19/domestic (Please indicate yes or no below). Receipt of deposit by EST constitutes acceptance of these terms. See Travel Protection Plan for details, limitations, and exclusions.

Name (First, Middle):_____ (Last)_____

Email:_____ Date of Birth:_____ Insurance: Yes No

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Home (parents) Phone: _____

Payment Method: Credit Card Check

Amount to be charged _____

Card Number: _____ Exp Date: _____

Name on Card: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

I hereby agree to all of the terms and conditions as outlined in the Endless Summer Tours,
Trip Participant Agreement.

Signature: _____ Date: _____

01-11-06