

## TRAVEL TERMS AND CONDITIONS

Attached to and Made Part of Tour Registration

1. **TOUR:** Israel Advantage Tours, Inc. ("IAT") agrees to provide Passenger, with the Tour as specified in the attached brochure ("Tour"), subject to changes as they may occur, either directly by IAT and/or by means of the coordination of one or more third parties and/or affiliated vendors and/or providers.
2. **INCLUSIONS:** Here are some of the things that may be included in the Tour price: Round-trip airfare per Tour, including fuel surcharges and taxes (as they exist on the date that Passenger registers), deluxe motor coach, transfers per itinerary, hotel accommodations, sightseeing with licensed, certified Israel guide, entrance fees to Tour sites, breakfast and dinner daily, gratuities to guide, driver, and hotel staff, portage at hotel.
3. **EXCLUSIONS:** Here are some of the things that are not included in the Tour price: Travel Insurance, items of a personal nature (hotel laundry service, any drinks, alcohol, other beverages, meals not listed in the itinerary as being included), WiFi, hotel minibars, gifts, passports, visas, vaccinations, telephone, cellphone, airport transfers on non-qualifying flights, portage at airports, excess baggage fees, love offering, fees, taxes, or fuel surcharges (or increases) imposed by any third party after the date that Passenger registers, and all other items not specifically mentioned previously in Inclusions or not specifically listed in the Tour brochure as being included in the Tour price.
4. **TERMS OF PAYMENT:** A Trip Registration Deposit of \$600 per Passenger is required at time of registration. Trip Registration Deposit is refundable less \$300. Final Payment is due not less than 120-days prior to the date of departure specified in the attached brochure ("Date of Departure"). Based upon availability, any Passenger registering less than 120-days prior to Date of Departure shall make payment in full. If full and final payment is not received by IAT at least 120-days prior to Date of Departure then IAT, may, at their sole discretion, cancel the Agreement with Passenger (and IAT may retain a portion of the amount paid by Passenger as provided in this Travel Terms and Conditions). Any payments received less than 120-days prior to Date of Departure may be subject to a late payment fee of \$200 or any such fee that appropriately covers the additional expenses due to passenger's late payment which must be paid in full. Any payments made by credit card will be subject to a 4% service charge. Passenger shall be subject to a \$100 charge for any checks not honored by their bank which may result in trip cancellation for the passenger; in such instances, passenger's trip cancellation will be at IAT discretion. Passenger may be subject to additional charges as described below which shall be payable when requested by IAT.

Initial deposit and final payment must be made in the form of a check or money order, made payable to "Israel Advantage Tours, Inc." All Tour prices are based on a minimum number of passengers for the Tour price to be valid. If the group size is less than the agreed-upon minimum amount with the Tour leader, a supplement to the tour price will apply. IAT reserves the right to add a surcharge if the dollar declines by more than 2% against the shekel based on foreign exchange rates in effect on the date when the Tour was booked by your Tour leader. Credit card charges for payments other than initial deposit and final payment can also be submitted over the telephone upon Passenger's consent. By signing the Tour Registration Form, Passenger grants permission to IAT to charge Passenger's credit card for travel services described in this registration. Passenger agrees to make payments to their credit card company in accordance with the credit card company policy upon receiving their bill without challenge to the charges of IAT.

5. **ACCOMMODATIONS:** All Tour prices are based on double occupancy. On rare occasions when double rooms may not be available and triple room options are available, there will be no guaranteed reduction in price. Passengers are requested to indicate a preferred roommate. In instances when Passenger does not indicate a preferred roommate, the Tour Leader will designate roommates. IAT cannot guarantee desired matches. Roommates may be assigned as late as 35 days prior to Date of Departure and, if one is not available, or if Passenger requests a single room, Passenger will be charged a single room supplement. IAT will use Passenger's name as written on Tour Registration Form for booking hotel accommodations. IAT will attempt to give sufficient prior notice to any room changes regarding double occupancy versus single room supplement. Triple rooms may not be available in all countries or hotels.

6. **BAGGAGE:** Passenger's baggage shall be limited to one checked suitcase and one carry-on with size restrictions determined by airline policies. Any extra costs imposed by any airline or travel provider for baggage beyond the ticketed allowance shall be paid by Passenger as required by the airline. Passenger is responsible for determining and following all governmental and airline regulations and policies as they may change from time to time. IAT is not responsible for lost or delayed luggage and Passengers should contact the airline, carrier, or hotel directly.
7. **ITINERARY AND CHANGES:** Travel involves the unexpected and as such IAT reserves the right to make changes to the Tour. When possible, changes will be made to similar accommodations, travel, restaurants, tours, and services, at the sole discretion of IAT. If Tour changes involve additional costs, these costs will be passed on to the Passenger.
8. **AIRLINE TICKETS:** In order to keep prices low, IAT does not guarantee the most direct routing to Passenger's final destination. Once printed, airline tickets cannot be changed or refunded thereafter. Passengers are booked on a group ticket with stipulations and restrictions. Group tickets depart and return to one airport. Deviations are restricted by most of the airlines. Air transportation to/from Passenger's destination, will be economy class. IAT is unable to use individual frequent flyer points to upgrade or accept as partial payment for air transportation. IAT will use Passenger name as written on Tour Registration Form to purchase airline tickets. The name on the Tour Registration Form Passenger completes must match the name as it appears on Passenger's passport. It is Passenger's responsibility to ensure that Passenger's name on all registration forms matches Passenger's name on Passenger's passport. All registration forms must be printed legibly. Any discrepancies between Passenger's passport information and registration forms may result in added cost to Passenger if submitted to IAT after airline tickets are issued. Name changes, misspelling of information, passport information changes, etc., will result in added cost to Passenger.
9. **SEAT ASSIGNMENT:** Seat assignments are controlled by airlines and there is no advance seat selection for Tour flights. IAT will try to meet individual requests where possible. Early check-in is necessary to secure seats. Passengers must arrive at the departing airports not less than three (3) hours prior to the scheduled departure time.
10. **FLIGHT TIMES:** All flights and times are subject to change or delays by the airlines without advance notice. IAT is not responsible for any changes or delays and does not reimburse expenses resulting from changes or delays. If Passenger is making his/her own flight arrangements to a Tour departure airport, IAT recommends that Passenger purchase a ticket for a flight that arrives many hours prior to the Tour departure time and that can be changed without large penalties. Passengers are responsible for reconfirming their flights with airlines 24 hours prior to departure and IAT recommends that Passenger continue to check for changes in flight information. IAT does not guarantee Passenger will be on the most direct flight as flight routing is chosen by the airlines and not by IAT.
11. **PASSPORTS & VISAS:** Each Passenger (and not IAT) must make sure they have a valid passport that has an expiration date at least 7-months after the date of return from the Tour. Color copy of Passenger's passport (inside identification pages) must be furnished to IAT no less than 120 days prior to travel. Subject to approval by each country, applicable visas will be obtained by IAT for U.S. citizens who have proper U.S. passports, provided that Passenger gives IAT, when requested, complete and accurate information, including a photocopy of their passport. IAT is not responsible for proper passports for any Passenger or for visas for non-U.S. passport holders. All Passengers not carrying proper U.S. passports will be responsible, on their own, for obtaining visas to the countries that they are visiting.
12. **FORCE MAJEURE:** Any delay or failure in the performance by IAT hereunder shall be excused (and IAT not responsible) if and to the extent caused by the occurrence of a Force Majeure. For these purposes, Force Majeure shall mean a cause or event that is not caused by or under the direct control of IAT, including, but not limited to, Acts of God, explosions, riots, war, civil unrest, terrorism, sabotage, vandalism, accident, governmental acts, injunctions, bankruptcies, labor strikes, climate change and fuel shortages.
13. **CANCELLATION:** The Tour can be cancelled by various parties for various reasons, each with different financial and other consequences. We recommend that all Passengers consider purchasing travel insurance.

(A) The Tour prices are based on a minimum number of Tour participants, and if this minimum number is not obtained, IAT, at their sole discretion, may cancel the Tour and IAT shall retain any airline penalties plus \$300, not as a penalty, but for services provided to date.

(B) If the Tour is cancelled by Force Majeure, or by IAT, IAT, at its sole discretion, may (i) reschedule the Tour for another date and time as determined by the Tour leader; or (ii) refund any sums having been previously paid for the Tour by Passenger, reduced by any non-refundable fees charged by third-parties, airlines, overseas ground operations providers and any other costs incurred by IAT.

(C) If the Tour is cancelled by Passenger more than 120-days prior to the Date of Departure then (i) IAT shall refund all amounts paid by Passenger less \$300 to be retained by IAT. (ii) Passenger will also be charged a single room supplement charge if Passenger's cancellation results in a roommate being forced into a single room. (iii) Passenger will also be charged any other costs incurred by IAT.

(D) If the Tour is cancelled by Passenger 120 days or less prior to Date of Departure, then in addition to any other fees or charges described above, the following cancellation charges also apply: (i) 119-95 days prior = \$500; (ii) 94-65 days prior = \$1,750; (iii) 64-40 days prior = 75% of total cost; (iv) 39 days prior or no show = 100% of total cost whereby Passenger shall receive no refund of any money paid, the amount forfeited to IAT a payment for its services to date; (v) Passenger will also be charged any other costs incurred by IAT.

(E) Cancellations by Passengers can only be made in a writing delivered to IAT by email, mail, UPS or FedEx. Since any form of delivery can be lost or misdirected, cancellations are only effective when IAT confirms receipt of the Cancellation in a writing sent to Passenger. If received by email, the confirmation will be delivered by "reply" to the sender's email address and if by mail, UPS or FedEx, by Regular U.S. mail to the mailing address as reflected on Passenger's Tour Registration Form.

14. **DISCLAIMER:** IAT is not responsible for anything beyond the Tour outlined in the attached brochure; which may include transportation, lodging, sightseeing, activities, meals, and other privileges or services for Passenger's benefit that are provided by a third party. Further, IAT shall not be responsible for any loss, accident, injury, delay, defect, breach of contract, omission, or irregularity which may occur or be occasioned, whether by reason of any act, omission, negligence, recklessness, or default of any party or person whether or not engaged in, or responsible for, carrying out any of the Tour arrangements, services, or activities, or such other limitation of IAT responsibility provided in this Travel Terms and Conditions. IAT, its officers, employees, shareholders, directors, successors, agents, and assigns, neither own nor operate any person, entity, or other party that may be engaged in, or responsible for, carrying out any of the Tour arrangements, services, transportation, or goods.
15. **RELEASE AND HOLD HARMLESS:** IAT shall not be liable for any injuries or any damage to Passenger, or Passenger's invited guests, agents, or any other party, nor shall IAT be subject to any claim, demand, injury, or damages, whatsoever, including without limitation, those damages from acts of passive or active negligence or recklessness on the part of IAT, its officers, employees, agents, or third parties, including, but not limited to, those third parties engaged in, or responsible for, carrying out any of the Tour arrangements, services, transportation, or goods. **Passenger hereby expressly releases and holds IAT, its officers, directors, shareholders, employees, assigns, successors, and agents harmless (including legal fees and costs) from and against any direct or indirect claims, demands, injuries, damages, actions, or causes of action of whatever nature.** Passenger hereby takes this action for themselves, their executors, administrators, heirs, next of kin, successors, and assigns.
16. **TRAVEL RISKS:** Passenger recognizes that travel can be inherently risky, and voluntarily assumes all risks involved in such travel, whether expected or unexpected. Passenger understands that risks come in many different forms, including but not limited to a Force Majeure, travel industry bankruptcies and medical and climatic disruptions that may change, delay, or cancel travel.
17. **TRAVEL INSURANCE:** Travel Insurance is not included in the price of the Tour and IAT recommends that Passenger consider purchasing Travel Insurance.
18. **TRAVEL PREPARATION:** It is the sole responsibility of Passenger to ensure that Passenger is prepared for the trip well before departure. This includes, but is not limited to, getting all required or suggested vaccines, medications, physical fitness, proper passports, visas (if not U.S. Citizens holding proper U.S. passports), and transportation to the airport of departure for the Tour.
19. **MINORS:** All Passengers who are minors must be accompanied and supervised by a Passenger who is the adult parent, legal guardian, or other qualified adult at all times. The adult Passenger must determine and bring with them whatever documentation they will need to leave or enter any country with the Minor.
20. **REPRESENTATIONS AND WARRANTIES:** Each Passenger represents that they are free to enter into this Agreement, and that this Agreement does not violate the terms of any agreement with any third party. Further, Passenger shall indemnify, defend and hold IAT, its officers, employees, personnel, agents and representatives harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including reasonable attorney fees, arising out of any claim or action based upon any breach or alleged breach of this Agreement or in any other way directly or indirectly associated with the Tour.

21. **ASSIGNMENT:** This Agreement may not be assigned by Passenger without the prior written consent of IAT. This Agreement may be assigned, transferred, set over or otherwise delegated in whole or in part by IAT in IAT's sole discretion.
22. **SUCCESSORS AND ASSIGNS:** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
23. **CHOICE OF LAW:** The laws of the State of Illinois shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Passenger agrees that any action arising out of or relating to this Agreement shall be brought solely in a state or federal court sitting in the State of Illinois, County of Cook, and Passenger consents and submits to such jurisdiction.
24. **MODIFICATION OR AMENDMENT:** No amendment, change or modification of the Agreement shall be valid unless in writing signed by Passenger and IAT. That said, Passenger understands that certain changes in price, flight times, seating, etc. may occur without their consent as provided in this Travel Terms and Conditions.
25. **ENTIRE UNDERSTANDING:** The terms and conditions in this Travel Terms and Conditions, the brochure outlining the Tour and the Tour Registration Form completed by Passenger and IAT constitute the entire understanding and agreement of the parties (hereinafter and hereinbefore "Agreement"), and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
26. **UNENFORCEABILITY OF PROVISIONS:** If any provision of the Agreement, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**PASSENGER REPRESENTS THAT THEY ARE FIT TO PARTICIPATE IN THIS TOUR AND ACCEPTS ALL RISKS TO THEIR SAFETY AND HEALTH. PASSENGER ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ THIS TRAVEL TERMS AND CONDITIONS, FULLY UNDERSTANDS THAT THIS INCLUDES A DISCLAIMER, RELEASE OF LIABILITY AND HOLD HARMLESS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.**

PASSENGER:

\_\_\_\_\_  
 PASSENGER NAME (PLEASE PRINT)

\_\_\_\_\_  
 PASSENGER NAME (SIGNATURE)

\_\_\_\_\_  
 DATE SIGNED

ACCEPTED BY ISRAEL ADVANTAGE TOURS, INC.:

\_\_\_\_\_  
 BY: CINDY J. SOCIANU, PRESIDENT

\_\_\_\_\_  
 DATE SIGNED