

## TOUR CONDITIONS

PLEASE READ THE FOLLOWING CAREFULLY. DO NOT MAKE ANY PAYMENTS UNTIL YOU HAVE READ THE FOLLOWING RESPONSIBILITIES AND CONDITIONS. RECEIPT OF ANY PAYMENT INDICATES YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS STATED BELOW.

### **RESPONSIBILITY & RELEASE**

Net Travel Group Inc., the tour operator trading as Eastern Light Getaways, is hereinafter referred to as NTG within this document NTG hereby gives notice that NTG does not own or operate any motor coaches, aircraft, cruise lines, catering facilities, hotels or attractions and that all arrangements have been made with motor coach companies, hotels, and other independent suppliers to provide you with the services purchased in the tour upon the express condition that we shall not be liable for any injury, accident, loss, damage, delay, bankruptcy, or any irregularity which may occur either by reason of defect in any vehicle or through the acts of default of any person or company engaged in providing transportation or other services. NTG does not accept any liability for the actions or omissions of these Independent suppliers over whom NTG has no direct control. In the absence of negligence on NTG's part, therefore EACH PARTICIPANT HEREBY RELEASES NTG for losses or damages arising from physical or emotional injury, property damages, or other economic damage caused by such factors beyond NTG's control. Because of unforeseen circumstances, NTG reserves the right to withdraw any tour or make any change, with or without notice. In the event of inclement weather, mechanical difficulties, or other events beyond the control of NTG that cause delays, It SHALL NOT BE the responsibility of NTG to pay for resulting costs and expenses to the group, including additional lodging and meals. Furthermore, It SHALL NOT BE the responsibility of NTG to reimburse the group for tour inclusions missed resulting from such delay. Optional activities are offered as advertised unless weather or other conditions make it impossible for individuals to participate. Payment for optional activities must be made in cash at the location. NTG assumes no risk, liability, or responsibility for incidents or accidents which may occur to an individual while participating in any activity. Many activities are subject to a minimum participation as dictated by the operator and available transportation. Prices for all optional activities are subject to change with or without notice. Upon request, NTG will provide hotel and other brochures to the Group Organizer. The Group Organizer acts solely as a representative of the group and is NOT an employee, representative or agent of NTG. It is the responsibility of the Group Organizer to assure that each group member receives the proper "Statement of Responsibilities, Release, Terms and Conditions" and other policies as represented by NTG. THIS TOUR IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF PENNSYLVANIA. In the unlikely event a dispute cannot be amicably resolved and a court action is necessary, it is agreed that all disputes and demands shall be heard in Bucks County, PA.

### **TOUR CONDITIONS**

Prices quoted are based on groups consisting of a minimum of 54 passengers per motor coach and includes a pickup at your chosen location departing at 5pm. Groups of less than 54 passengers are always welcome (option not available on day trips), however, ELG reserves the right to adjust pick-up location, departure time and trip destination so as to add passengers to fill the empty seats on the bus. ELG also reserves the right to cancel the tour for lack of sufficient participation. Change or delay in pickup time and/or pickup location are not grounds for cancellation. The published pickup location shall be accommodated for groups paid in full and consisting of a minimum of 20 passengers, Groups with less than 20 passengers may be required to meet at an alternate location and/or time. Whenever two or more groups are combined to fill a bus, there is a probability that pickup times will change. ELG reserves the right to substitute a tour of equal dollar value or to refund the difference in the case of a lesser dollar value when combining groups due to insufficient numbers to fill a bus. If the group has less than 54 passengers per motor coach and ELG has received the final payment balance and rooming lists by the contracted time but ELG cannot add passengers to fill unoccupied seats, then the group has the option to pay a surcharge for the empty seats or cancel the tour with a full refund. The group leader has 30 days prior to departure to exercise this option. NTG takes photos of their guest throughout each trip/event. Guest agree that NTG can use any photos taken of them for the purpose of marketing and promotion of NTG tours, events and services.

### **CANCELLATION & REFUND POLICY**

If a reservation is cancelled, for individual or group, the right to receive a refund is limited. All cancellations are subject to a processing fee of \$50 per person. Cancellations received within 10 days prior to trip departure are subject to 100% cancellation fee, unless the group leader provides a replacement. A replacement for a cancelled party is an individual who occupies the specific room space and bus seat the canceling party vacates. Cancellations received more than 10 days prior to trip departure are subject only to the processing fee, however, the remaining occupants in the room shall be obligated to pay for the difference in the per person room rate. Notification of cancellation must be sent in writing to the group leader and shall be effective the date received from the group leader at ELG. The Advance Group Bus Deposit of \$200 per bus plus individual cancellation fees is non-refundable if the entire group cancels. In the event the tour program is changed and the substitution is of greater dollar value, as advertised by ELG, ELG will pay for the additional cost; in the event the tour program substitution is of lesser dollar value, as advertised by ELG, ELG will refund the difference in price between the tour program selected and the actual destination program. Refund(s) will be sent to the Group Leader or travel agency and are made on the specific condition that the acceptance of the refund releases ELG from all present or future claims by the participant. The destination hotels, transportation companies, in addition to all other providers of services, reserve the right to remove a person engaged in illegal or disorderly conduct from the tour without refund. In the event of inclement weather or any Act of God, which causes delay, ELG will reschedule your weekend. No Refunds will be given for trips rescheduled due to any Act of God. There will be a \$35 charge for all returned checks.

### **RESERVATIONS, DEPOSITS AND PAYMENTS**

Deposits and final balances with rooming list must be received by ELG on or before the appropriate due dates. Reservations for time and space cannot be confirmed unless secured by the timely arrival of these required deposits, final payments and rooming lists. In the event payments are received without a written explanation of the number of people the money represents, ELG will divide the total money received at that time by the per person deposit amount on your group confirmation to determine the space requested. At that time, the number of deposited passengers is subject to cancellation fees. Arrangements shall be made for reservations paid in full, on time and upon the timely receipt of the final rooming lists to ELG. In the unlikely event that ELG cannot provide the contracted destination, ELG will provide a full refund as its only liability. Collection and disbursement of all funds and all communications relative to the tour is effected through the group leader or travel agency. Each tour participant gives the group leader or travel agent who is acting on their behalf, the right to make decisions regarding last minute changes in the tour without the necessity to contact each participant prior to departure. Final payments and rooming lists are due to ELG no later than 30 days prior to your group's departure date. Reservations whose required deposits, final payments and rooming lists are not received by appropriate due dates will be confirmed in the order of receipt of payments or at the discretion of ELG. Reservations requested over the phone, in person, or as indicated on the rooming list, which are not paid in full shall be placed on a "space available basis" and may be subject to cancellation with the loss of deposits. Space available reservations are subject to cancellation with a loss of deposits, if arrangements cannot be made when final payment and rooming lists arrive. In this instance, the final payment, less the forfeited deposits, will be refunded, unless the group selects an alternate tour operated by ELG, which may or may not include the features offered in the original tour advertised on the flyer. In this case, the money in the group's account will then be applied to the alternate tour. If the Group

Leader selects an alternate tour, arrangements for the alternate tour are made with the complete understanding that ELG is under no obligation to add new features to those already included in the alternate tour. It is solely the responsibility of the group leader or travel agency to submit all payments and rooming lists to ELG so that they are received by ELG on or before their due date. Final payments made within 30 days of trip departure must be in the form of cash, Western Union Quick Collect, money order, wire transfer or bank transfer. All Travel Agents are required to make payments with travel agency checks prior to 30 days of departure.

#### **NO REFUNDS FOR UNUSED SERVICES**

Refunds or allowances will not be made for transportation, services or other portions of the tour which are unused on or after the tour departure date. In the event of an Act of God or inclement weather, ELG reserves the right to reschedule the tour for another time. Refunds made by ELG are made on the specific condition that the acceptance of such refunds by the group leader or participant serves to release ELG from all claims by the group leader or tour participant.

#### **OPTIONAL ACTIVITIES, ENTERTAINMENT, AND ITINERARIES**

It is intended that all optional activities, will be offered as listed in the brochure advertising the tour unless weather or other conditions prevail at that time that make it hazardous or impossible for individuals to participate in the activity. ELG does not act as an agent or operate any optional activity. The decision to participate in an optional activity is solely between the tour participant and the operator of the optional activity. ELG assumes no risk, liability, or responsibility for incidents or accidents which may occur to an individual while participating in the activity. Some optional activities are subject to a minimum participation requirement and may not be available at all due to inclement weather or other Acts of God. Payment for all optional activities must be made in cash ONLY. ELG reserves the right to withdraw or change any contracted entertainer. ELG will provide no reimbursement due to "no show" entertainers or change in itineraries.

#### **CONCERT SERIES**

NTG cannot guarantee the appearance of any performer due to Acts of God, missed flights or other situations that may interfere with the Artists performance. If NTG is given adequate notice by an artist that he/she is unable to make the appearance then NTG shall attempt to provide a replacement of NTGs' choosing, and if successful, the full concert admission price is charged and participants then are not entitled to any form of refund. If for any reason the advertised performer is unable to appear and NTG is unable to provide a replacement, then each participant is entitled to a pro-rated refund of the Concert Price. In the event that the concert features several artists and one or more artists are not able to perform and are not replaced, NTGs only responsibility is to provide a refund of the "no show artists prorated portion of the total "Concert Price".

#### **INSURANCE**

Passengers are strongly advised to protect themselves with insurance. Optional cancellation, accident, health, and baggage insurance are available to protect passengers against unforeseen circumstances. Upon request, ELG will provide further information and rates. Insurance must be purchased no later than 30 days prior to trip departure.

#### **CHILDREN'S RATE**

Children's rates are available on certain tours. This rate is based upon a child, less than 12 years old, sharing the room with either: a single adult paying the full single (1 per room) rate; two adults each paying the full double (2 per room) rate; or three adults each paying the full triple (3 per room) rate. Up to 4 people, including children, may occupy the room. The rate for Infants (1 and under) is \$50 for 2 night tours, \$60 for 3 night tours.

#### **LEGAL AGE FOR CONSUMPTION OF ALCOHOLIC BEVERAGES**

There is no minimum age requirement to participate in most of these tours, however all tours offering an "Open Bar Weekend" have been designed for adults 30 years of age and older. Each tour participant must be of the minimum drinking age allowed by the State in which the destination is located to participate in the functions or tour inclusions which contain alcoholic beverages, AND EACH TOUR PARTICIPANT MUST BE PREPARED TO SHOW 2 TYPES OF LEGAL IDENTIFICATION (ONE OF WHICH MUST INCLUDE A PHOTOGRAPH) TO GAIN ADMITTANCE INTO ANY FUNCTIONS OR EVENTS WHICH SERVE ALCOHOLIC BEVERAGES. Each liquor licensee is under legal obligation to comply with all applicable laws. To that end, each liquor licensee is required by law to not serve alcoholic beverages to individuals who do not meet the standard of service even though they may have paid for the alcoholic beverage inclusion as part of their tour.

#### **ROOM ASSIGNMENTS**

Room assignments are made by the hotel personnel. Per person prices are stipulated by the number of people in the room, not the number of beds. Double occupancy (2 people per room) does not mean that the room has two double beds. Triple and Quad rooms WILL NOT have more than two beds per room. Rollaway, beds are limited and will be provided on a first-come first served basis. Accommodation requests for single and quint (5 per room) occupancy are taken on as available basis.