

# TERMS & CONDITIONS

Updated: 06/16/2022

## IMPORTANT ADDITIONAL INFORMATION REGARDING YOUR SERVICE REQUESTS

Dream Vacation Concierge will be referred to as either “Dream Vacation Concierge”, “us”, “we”, or “our”. By visiting our site and/or booking travel through one of our Independent Contractors or us, you agree to our “Terms & Conditions” and service agreement. Please read our terms thoroughly before proceeding with arranging travel arrangements and itineraries with our company.

You are referred to as “Client” or “the client.” You must understand, agree, and sign an agreement of service with the following terms and conditions before accepting any service. These terms and conditions will apply to all requests by you and others listed by you for services. If you add a person to your request, you agree they are automatically included in the terms and conditions.

Dream Vacation Concierge, a limited liability company, whose address is 579 S Casita St., Anaheim, CA 92805. Dream Vacation Concierge includes its parent company, subsidiaries, affiliates, officers, employees, agents, representatives, and insurers, collectively referred to as “Dream Vacation Concierge and Client are sometimes hereinafter collectively referred to as the “Parties.”

## TRAVEL ITINERARY SUPPORT

Dream Vacation Concierge provides 24/7 support services during travel.

For questions or concerns regarding your travel itinerary within 24 hours of departure or while you are traveling within the U.S., please call 1-760-207-3794 or call/text/WhatsApp 1-760-207-3794.

Outside the U.S., please First refer to your travel documents for local emergency help or call/text/WhatsApp 1-760-207-3794.

# SERVICES

Dream Vacation Concierge offers travel services, including and not limited to travel design and reservations. We also provide no-obligation travel quotes to clients for vacation packages through our supplier partners.

Dream Vacation Concierge provides services and acts upon clients' instructions received verbally, via email, or electronic communication.

## **Pricing and Inventory**

Because inventory and pricing are constantly changing with our suppliers; we cannot guarantee pricing and/or availability.

Please note that all offers of prices, package details, and itineraries, which may be contained within a quote, are guaranteed only if an offer has been placed on hold with the supplier. Note the expiration date/time of any hold. Once expired, all details of the quote are subject to change. Once a deposit is applied, your reservation will be subject to any cancellation penalty that may apply from the travel supplier.

## **Travel Designs and Arrangements.**

Dream Vacation Concierge makes travel arrangements on the Client's behalf. As such, Dream Vacation Concierge acts solely as an agent for the airlines, hotels, transportation, and tour companies, including but not limited to bus, rail, and other ground or air operators, cruise lines, car rental agencies, tour operators providing any accommodations, transportation, excursions, or other services and service providers, including insurance protection, visa, and passport services.

## **Limits on Services Provided**

Dream Vacation Concierge will not perform any illegal and questionable service, unethical, poses an unnecessary danger to any person, animal, or property, or is not covered by our insurance. Dream Vacation Concierge further reserves the right to decline any request at its sole discretion.

We always try to provide all services promptly; however, we have several requests at once and must postpone or decline service requests.

## **Itinerary Changes**

We gather the necessary information from clients to create itineraries based on his or her wish. Once the itinerary is created, the travel advisor works with the client to

complete any requested changes. The travel advisor is not bound to making any changes to the said itinerary without consent from the client. If a client makes a change and realizes the changes are not to his or her satisfaction, Dream Vacation Concierge and its Independent Contractors are not liable or responsible for any damages from the modifications.

If a Client opts to cancel his or her vacation package booked through Dream Vacation Concierge, our travel advisors handle all changes, payments, or cancellations of a vacation package with the respective vacation supplier. The client must initiate notification of these

requests in the form of an email or phone call. At the time of the request, we reserve the right to cancel all itinerary plans and reservations linked to the canceled vacation package.

### **Supplier Terms and Conditions**

Dream Vacation Concierge does not charge cancellation or change fees. However, it is the client's responsibility to comprehend and understand the terms and conditions set forth by each travel supplier in which he or she has a booked reservation. Any supplier in which the Client may have a booked reservation will have full access to the supplier's terms and conditions at all times. Terms and Conditions can also be found in the documents provided to the Client by the travel advisor from the supplier.

## **COMPENSATION & FEES**

The client agrees to pay Dream Vacation Concierge non-refundable professional fees, as determined for each individual, packaged.

Dream Vacation Concierge fees are dependent on the scope of the request and will be determined after a complimentary consultation.

Fees paid to Dream Vacation Concierge by Client are exclusively to rely on Dream Vacation Concierge's experience and expertise to help them develop plans and fulfill requests subject to the Client's approval.

Dream Vacation Concierge may charge additional fees associated with reservations, ticketing, special services, amenities, concierge services, document

preparation and delivery, administrative charges, changes, cancellations, and reissues.

Dream Vacation Concierge will consult with the Client before authorizing any additional services, reservations, and purchases.

The client will be directly billed for expenses attributable to the specific service or product being provided. All payments to Dream Vacation Concierge will be made in cash, check, or online ACH, or credit card.

### **Travel Designs and Reservations**

Dream Vacation Concierge Travel Services provide:

- Expertise and knowledge of destinations, air travel, industry suppliers, and travel-related necessities.
- Time in research, management, communication, and support.
- Personal Relations – relationships worldwide often resulting in preferred pricing with amenities, including room upgrades, value-oriented credits, and more.
- A Personal Touch and Security – always have a live voice and someone to be your advocate when there are bumps in the road.

The client agrees to pay a travel planning fee, as determined for each trip or rate for a managed travel program. The planning fee is dependent on the scope of the trip or managed travel program. The fee paid to Dream Vacation Concierge by Client is exclusively to rely on Dream Vacation Concierge's experience and expertise to assist the Client in developing travel itineraries subject to Client's approval and making the reservations on the Client's behalf. Dream Vacation Concierge will consult with the Client before authorizing any services and reservations.

It is also understood there might be additional fees associated with reservations, ticketing, special services, amenities, concierge services, document preparation and delivery, administrative charges, changes, cancellations, and reissues. The client acknowledges and accepts all supplier fees and cancellation penalties; all or part of their trip, services, and products may be non-refundable. These will be explained before booking or making any changes, cancellations, and reissues.

## ADDITIONAL FEES

Dream Vacation Concierge's professional fees do not include any costs, charges, or incidental fees for additional services, products, or other incurred costs. These costs will be pre-paid/guaranteed or required to be paid directly to the vendors or service/product suppliers before services.

Services and products will not be secured until the Client makes payment or guarantees payment with a credit card.

## PAYMENT TERMS

### **Non-Sufficient Funds**

Non-sufficient funds or returns will be charged a \$45 processing fee for the First return and a \$100 processing fee for subsequent returns to cover the costs associated with collecting funds.

### **Foreign Funds**

Dream Vacation Concierge is a United States-based company. Any funds received in foreign funds are subject to an exchange fee, in addition to any bank fees that may occur.

## CANCELLATIONS & CHANGES

Changes after confirming a booking for a reservation, event, or service may incur an additional change fee or charge. The client agrees to pay Dream Vacation Concierge's change and/or cancellation fees. The client acknowledges and accepts all supplier cancellation penalties; all or parts may be Non-Refundable.

## PROVIDER OF SERVICES

Dream Vacation Concierge does provide some of the services but is not the source or supplier of all of the requested services and acts solely as an agent for the actual suppliers of such services.

The Client will be advised of the suppliers whose names appear in the information supplied to the Client are those who are actually responsible for providing the services the Client has purchased.

The client consents to and requests the use of those suppliers and agrees not to hold Dream Vacation Concierge responsible should any of these suppliers: 1) fail to provide the services that have been purchased; 2) fail to comply with any applicable law; or 3) engage in any negligent act or omission that causes any injury, damage, delay, or inconvenience.

The Client will receive a summary of charges for services/products and agrees to Dream Vacation Concierge's obligation is limited to remitting such charges to the Vendors/Suppliers identified in the itinerary, service request, or to a third-party, that shall make such remittance. Upon remittance of fees to the Vendors/Suppliers per the itinerary, proposal, work-order, and persons listed, the Client agrees that Alacrity Lifestyle has met all its obligations under an Agreement. As a precondition to this obligation, the Client agrees to make payment to Dream Vacation Concierge before the stated deadline dates for payment.

### **Service Provider Fees – Cancellations/Changes**

The client acknowledges and accepts all supplier fees and cancellation penalties; all or part of a trip, service, and product may be non-refundable. These charges can be up to 100% of the cost, regardless of whether travel or service has commenced. Where we incur any liability for a cancellation fee or charge for any booking which you cancel, you agree to indemnify us for the amount of that fee or charge.

The client understands that discounted fares typically involve restrictions and that changing any aspect of the travel arrangements may result in additional money payment.

### **Supplier's Financial Status**

The Client has been advised to use a credit card as this may offer the opportunity to dispute the charge should a vendor cease operating.

The Client has been advised that some airlines and other suppliers are currently operating under Chapter 11 bankruptcy protection.

## SUPPLEMENTAL PRICE INCREASES

The client understands that the airline tickets, air tours, or other products the Client is purchasing are subject to supplemental price increases that may be imposed after the date of purchase. Post-purchase price increases might be applied due to additional costs imposed by a supplier or government. The client acknowledges that they may be charged additional sums by the supplier or Dream Vacation Concierge to offset increased fees, fuel surcharges, taxes, fluctuations in foreign exchange markets, or any combination thereof. The client hereby consents to any post-purchase price increases and authorizes Dream Vacation Concierge to charge the Client's credit card for such additional amounts.

## CREDIT CARD

The Client agrees to supply their credit card information to Dream Vacation Concierge. The client understands that their credit card information will be kept on Site. The client's credit card will be provided to suppliers, processed, and charged for services and products requested and approved, including down-payments and final payments on the date due unless Dream Vacation Concierge is contacted in writing with another form of payment.

The client understands that it is responsible for contacting Dream Vacation Concierge with alternative payment information if their credit card is no longer in use, compromised, or expired.

Dream Vacation Concierge will not be held responsible for missed final payments due to unusable credit card information. Charges may be reflected as Dream Vacation Concierge or the services' supplier.

Please note: Some reservations are placed on hold with a credit card. If the credit card becomes unavailable for use, the reservations may be canceled by the service supplier.

The client hereby authorizes Dream Vacation Concierge to charge the credit card account any expenses arising from arrangements made by Dream Vacation Concierge for me (us) and any person designated by me (us), including, but not limited to services and products that may include, but not limited to, planning fees, airline tickets, train tickets, cruises, hotel reservations, car rentals, transfers and other

private transportation, tours, or other land arrangements, entertainment, excursions, shipping, shopping, deliveries, household management, pet care & services, catering, venues, and other requests.

The client hereby authorizes Dream Vacation Concierge to provide to suppliers the credit card account information to process and charge for services and products requested and approved, including full payments, non-refundable payments, down-payments, and final-payments on the date due. Dream Vacation Concierge will not be held responsible for missed final payments due to unusable credit card information.

The client understands and agrees that their electronic or fax signature is legally binding.

## CHARGEBACKS

Dream Vacation Concierge professional fees are non-refundable.

You agree that you will not charge back any fees other than for the case of fraud.

For any reason, any service provider is unable to provide the services for which you have contracted, your remedy lies against the provider and not against Dream Vacation Concierge. If payment has been made to Dream Vacation Concierge by credit card, you agree that you will not seek to charge back your amount to Dream Vacation Concierge. If Dream Vacation Concierge incurs any costs caused by you for any reason, including but not limited to attorneys' fees, to recover any payments charged back by your credit card company, you agree that you will be liable for these costs. If the credit card is declined, you will guarantee that you will settle any amounts due to Dream Vacation Concierge via cashier's check or cash immediately.

## CLIENT ADDITIONAL RESPONSIBILITIES

The Client will effectively communicate their needs with Dream Vacation Concierge.



The client agrees to provide Dream Vacation Concierge's employees and contractors with access to all information deemed necessary or advisable by Dream Vacation Concierge to provide Services.

The client agrees that it is solely responsible for providing accurate information for the Services. This includes but is not limited to names, passport numbers, dates of travel or events, departure, and arrival location, personal medical conditions, special instructions and any other information requested to provide the best possible service by Dream Vacation Concierge. Any inaccurate information Client provides or a failure to provide information and the consequences of doing are the Client's sole responsibility and not the Dream Vacation Concierge's obligation or liability.

If Client fails to provide accurate information regarding any document, contract, confirmations, or needs to make changes to the Service after approval of same, the Client agrees it will be charged additional Fee(s) for those correction changes. Suppliers may also have an additional change fee of their own.

If Dream Vacation Concierge employees or providers cannot gain access to the client's information, **as required for service**, the client will be charged the full cost of Dream Vacation Concierge service plus any incurred by the supplier.

Further, the Client agrees that any changes required and result in additional fees, penalties, or cancellation of any part or all of the Service by any Suppliers are the Client's sole responsibility. Client releases Dream Vacation Concierge from any such liability.

### **Document Review**

The client agrees to review all documents for accuracy upon receipt and understand that they should contact Dream Vacation Concierge if they have any questions. Upon accepting any itinerary, service, or product, the Client agrees that Dream Vacation Concierge has no liability for errors not reported to Dream Vacation Concierge in writing within 24 hours after it is sent to them. The client understands that some items and services are non-refundable immediately upon purchase.

## **TRAVEL INFORMATION**

### **Travel Notices**

The client understands that discounted fares typically involve restrictions and that changing any aspect of their travel arrangements may result in additional money payment.

### **Transportation Security Administration (TSA)**

The client understands that the Transportation Security Administration (TSA) requires travelers to carry a government-issued identification card to board a flight. The client understands that the name, date of birth, and gender that appear on the identification card must exactly match the same data listed on a traveler's airline ticket and in their booking records. The client acknowledges that their failure to comply with these requirements strictly may hinder boarding or an undue delay at an airport security checkpoint, causing them to miss their flight. The client further acknowledges that beginning on October 1, 2021, the Client must present a driver's license or another form of identification that complies with the Federal Real ID Act (see [www.dhs.gov/real-id](http://www.dhs.gov/real-id) for more information).

### **International Travel – Passport/Visa**

The client understands that if traveling internationally, they must have a valid passport and may need to obtain one or more visas depending on their destination and nationality.

- Note to Client: Passport and visa information may be obtained by contacting the Travel Advisory Section of the U.S. State Department at 202.647.5225 or visit the State Department's Web site <https://travel.state.gov/content/travel.html>. Non-U.S. passport holders should be sure to contact the embassies of their destination and transit countries to obtain entrance requirements. To obtain medical information, you may contact the Centers for Disease Control at 404.332.4559 or visit the CDC's Web site at [cdc.gov](http://cdc.gov).
- Visas and/or passports may also be attained by using a visa and/or passport service. Dream Vacation Concierge would be happy to refer you to a service provider.

### **Travel Warnings Unsafe Conditions – Health and Weather**

The client understands and acknowledges that travel to many parts of the world may involve the risk of various hazards to their health and/or safety, including but not limited to disease, crime, terrorism, and warfare.

Because each traveler's risk tolerance is different, Dream Vacation Concierge cannot advise Client whether they should travel to any particular place at any particular time. Rather, to assist in making an informed decision, the Client should refer to objective third-party sources of travel information, such as that maintained by the U.S. Department of State <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>.

The Client is responsible for making themselves aware of the travel warnings, travel restrictions, and rules and understands the risks, accepting of these, and hold Dream Vacation Concierge harmless for any known or unknown travel restrictions, death, illness, cancellations by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider, financial loss, quarantining rules or measures put in place at airports or destinations you are traveling to and through.

The client further agrees to hold Dream Vacation Concierge harmless for any financial penalties or fees imposed by the suppliers, hotels, airlines, cruise lines, tour agencies, or any other travel provider due to cancellations or postponements due to COVID-19 and agrees not to institute a credit card dispute or "charge back" to Dream Vacation Concierge or any suppliers for services for said penalties or fees.

The Client is responsible for making themselves aware that additional screening procedures and restrictions may occur at airports and in public areas. The Client has been advised that these restrictions may include mandatory face coverings and/or temperature checks in airports, hotels, cruise ships, trains, or other means of transport.

The Client is responsible for making themselves aware that immigration, testing, quarantine or other procedures and restrictions may be put in place before or during your travels that may impede your ability to enter or exit your destination as planned.

The Client is aware that it is their personal decision to travel and, in doing so, takes full responsibility for their actions.

Travelers are subject to unforeseen conditions, and thus we highly recommend our Clients consult the Travel Advisories at <https://travelmaps.state.gov/TSGMap/> for updated information on your intended destination. We cannot recommend if the client should travel or cancel for any reason. It is the client's responsibility to check advisories and make an informed decision. Additional resources are located below. You are hereby releasing Dream Vacation Concierge and its Independent Contractors from any claims resulting in whole or in part from any unforeseen conditions, any other causes which are not within our control.

### **Travel Resources**

[CDC.gov/travel](https://www.cdc.gov/travel/)

[Travel.State.gov](https://travel.state.gov/)

[Global Entry](#)

[Currency Converter](#)

[Baggage Fees](#)

### **Travel Insurance**

While travel protection is not required; we highly recommend the purchase of a policy. We have a professional responsibility to recommend that you protect yourself and your travel investment during your travel adventures. We quote and offer travel insurance on every vacation package that is booked with us. However, all questions about policy and coverage must be directed to the insurance provider.

If the Client opts to decline travel insurance, he or she accepts liability for cancellation penalties assessed by the travel supplier, or any out-of-pocket expenses related to incidents while traveling. Our travel advisors are not responsible for any damages, losses, or injuries occurring during the Client's travels.

Dream Vacation Concierge strongly encourages the purchase of travel insurance. The client understands that they may purchase travel insurance to cover certain risks inherent in travel, such as supplier bankruptcy and the inability to travel due to a medical or personal emergency. The client can request travel insurance quotes, are allowed to purchase insurance, and the opportunity to read and understand the Terms and Conditions of the protection plans.

Regarding travel insurance:

- Many countries and travel companies have mandatory travel insurance requirements. Example: The insurance must cover personal injury and emergency medical expenses.
- Travel insurance protects you from any unforeseen events as most health insurance policies will not cover you in a foreign country. If you do not think travel insurance is for you, please look at your passport. You will see the U.S. State Department recommends reviewing your health insurance before leaving the country because most policies (including Medicare) will not cover you abroad. This means you will be responsible if you get sick or injured during your trip.
- The Client is aware that pre-existing conditions are ONLY waived if payment for the policy is received within a certain number of days of the initial deposit. This time frame is specific to the plan being purchased.

Dream Vacation Concierge will NOT be responsible should you not purchase insurance and/or miss the deadline to purchase the insurance with the pre-existing conditions waiver.

## **Privacy Policy**

All information that is provided to us from the client including, but not limited to Name(s), Date of Birth, Billing Information, Mailing Address, Home Address (if different from the mailing address), and Contact Information (e.g., Telephone Number, Email Address, etc.) is given directly to the travel supplier on the client's behalf for the purposes of creating the travel reservation booking. This information is collected, stored, and processed securely. We take each client's privacy with the strictest measures. We request our clients to provide any billing information via our secure booking forms and Client Relations Management portal to ensure security and safeguarding of his or her personal information.

[Dream Vacation Concierge Privacy Policy](#)

## **Warranties and Disclaimers**

Dream Vacation Concierge makes no representations or warranties hereunder except that it has the competency and skill necessary to perform the services and shall utilize professional skill, diligence, and care to ensure that all services are

scheduled and completed to the satisfaction of the Client and that all services provided under an Agreement shall be performed with due diligence and in a good and professional manner, per recognized industry standards. Dream Vacation Concierge makes no representation or warranties, express, implied, or otherwise, concerning the results of the services provided hereunder. Dream Vacation Concierge specifically disclaims any responsibility for, and Client specifically waives any claims related to losses that may be suffered by Client as a result of services provided or Dream Vacation Concierge's personnel in providing such services (except those directly caused by the gross negligence or willful misconduct of Dream Vacation Concierge).

Dream Vacation Concierge services include the use of independent suppliers and subcontracted services. Before referring or subcontracting the services to such businesses and professionals, Dream Vacation Concierge conducts relevant diligence and background checks. No subcontract shall relieve Dream Vacation Concierge of its obligations under an Agreement. Each of Dream Vacation Concierge's employees and all its agents and subcontractors shall be insured, bonded, and carry workers' compensation, if necessary, for their trade, for the services' performance. Dream Vacation Concierge may receive commissions or other benefits from subcontractors, providers, and suppliers. The client understands and agrees that they are independent providers and do not act on behalf of Dream Vacation Concierge. They are not servants, agents, or Dream Vacation Concierge employees and are not in a joint venture or an affiliate of Dream Vacation Concierge. The client acknowledges and agrees that Dream Vacation Concierge does not own, operate, or in any manner exercise any control or influence over third-party suppliers or vendors and, therefore, Dream Vacation Concierge, shall not be responsible for the acts or omission of such suppliers or vendors.

The Client agrees that Dream Vacation Concierge is not responsible for, nor will The Client attempt to hold it liable for any injury, damage, or loss Client may suffer on account of any conditions, actions, omissions, or breach of data that are beyond its reasonable control.

Dream Vacation Concierge shall, in carrying out the services, comply with all applicable laws, statutes, regulations, rules, codes, and standards applicable to the services, including without limitation all personal information and privacy laws and regulations. Dream Vacation Concierge acknowledges that certain confidential

information of Client and its respective family members, employees, travelers have been or will be made available in connection with an Agreement for the sole purpose of providing requested services. Dream Vacation Concierge hereby agrees that it will not, either during the course of an Agreement or at any time, thereafter, disclose any confidential information, in whole or in part, to any person or entity, for any reason or purpose whatsoever, unless authorized verbally or in writing to do so by Client or its respective family members, employees, and/or travelers. Dream Vacation Concierge further agrees that it shall not use any confidential information for Dream Vacation Concierge's own purposes or the benefit of any other person or entity, except for Client, whether such use consists of duplication, removal, oral use or disclosure, the transfer of any confidential information in any manner, or any other unauthorized use unless the Client has given its consent to such use. This does not apply to publicly available information or that the recipient already properly knew, developed, or received independently. All documents containing confidential information shall be returned or destroyed at the Client's option or its respective family members, employees, and/or travelers as applicable.

Fees paid by Client for planning and booking is not an obligation of Dream Vacation Concierge to guarantee the quality or timing of the service or events, including delays or cancellation of such services or events in whole or part.

Dream Vacation Concierge advises the Client to use a credit card as this may offer them the opportunity to dispute a charge should a vendor or supplier cease operating. Dream Vacation Concierge advises that some airlines are currently operating under Chapter 11 bankruptcy protection.

### **Indemnity by Client**

Client agrees to release, indemnify, defend and hold harmless Dream Vacation Concierge and its parent company, officers, agents, shareholders, employees, and directors from and against any and all losses, penalties, Sines, costs, expenses (including reasonable attorneys' and consultants' fees), claims, damages, liabilities, and judgments arising (directly or indirectly) out of or resulting from: (i) the services to be provided by Dream Vacation Concierge under an Agreement, including, without limitation, the acts or omissions (negligent or otherwise) of the officers, agents, or employees of Dream Vacation Concierge, which have not directly resulted from their gross negligence or willful misconduct, (ii) the acts or

omissions (negligent or otherwise) of Client, its employees or its agents or (iii) Clients' breach of any representation, warranty, covenant or agreement contained in an Agreement or any contract, arrangement, or an agreement made on behalf of Client by Dream Vacation Concierge. This provision shall survive the expiration or termination of an Agreement. In the unlikely event that the Client has a dispute with Dream Vacation Concierge, the Client hereby agrees that the dispute shall be settled by arbitration through an arbitrator in Orange County, California.

### **Limitation of Liability**

Neither Dream Vacation Concierge nor any personnel provided by Dream Vacation Concierge shall be liable for any incidental, special, or consequential damages resulting from or related to an Agreement, or the services provided hereunder. The client hereby acknowledges and agrees that its recourse against Dream Vacation Concierge for a breach of the agreement shall consist solely of the right to demand a refund of any amounts paid by the Client to Dream Vacation Concierge. The total liability of Dream Vacation Concierge (and all employees, agents, or personnel provided by Dream Vacation Concierge) to Client resulting from or relating to an Agreement or the services provided hereunder shall in no event exceed in the aggregate the amount paid by Client to Dream Vacation Concierge under an Agreement. The parties acknowledge that there are no third-party beneficiaries to an Agreement.

### **Termination**

Notwithstanding anything herein contained to the contrary; the parties shall have the right to terminate an agreement at any time as follows: (a) Dream Vacation Concierge shall have the right to terminate an agreement if Client fails to pay any amount due hereunder within Fifteen (15) days after such amount becomes due; (b) either party shall have the right to terminate an agreement if the other party is in default hereunder, and the defaulting party fails to cure the default within thirty (30) days after written notice is given by the non-defaulting party; and (c) Dream Vacation Concierge shall have the right to terminate an agreement with respect to Client or an authorized recipient of Services if the Dream Vacation Concierge determines, in its reasonable discretion, that Client or such recipient is abusing or overusing the Services, and Client shall be entitled to a refund of the unused portion of the fees paid hereunder with respect to such recipient of the Services; (d) Client



disagrees with any changes to the Dream Vacation Concierge's Notices and Privacy Policy, Client will be refunded any unused portion of pre-paid hours. (e) Either party determines that services are no longer needed or, and all fees are paid in full, and services to date have been fulfilled. (f) The client disagrees by purchasing additional Services. Termination of an agreement shall not affect any liability of the Parties accruing before such termination.

### **Miscellaneous**

(a) except for the payment of the fees due hereunder, performance hereunder shall be extended for a period of time equal to the delay caused by or resulting from acts of God, war, civil disruption, casualty, telephone or electric service interruptions or malfunctions, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either party to the other, or causes beyond the control of such party; (b) Client may not, by operation of law or otherwise, assign an agreement, nor any rights or interests hereunder, without the prior written consent of Dream Vacation Concierge; (c) an Agreement shall be governed by and construed in accordance with the laws of the state of Colorado, notwithstanding the principles of conflicts of law; (d) an Agreement, together with all exhibits and schedules attached hereto constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and an Agreement may not be modified except by a writing executed by the parties hereto; (e) an Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, binding on all parties to an Agreement, notwithstanding that all parties may not have executed all counterparts or the same counterpart; and (f) the individual consenting to the services on behalf of the Client has the full right, power, and authority to consent to an Agreement and to bind Client to the terms hereof.

### **Relationship of the Parties**

Nothing herein contained shall be deemed or construed to create a partnership or a joint venture between the parties hereto. Dream Vacation Concierge shall be providing all Services hereunder as an independent contractor.

# Travel Consumer Restitution Fund (TCRF) Disclosures

## **Passengers who purchase from within California**

This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRC's website at: [www.tcrcinfo.org](http://www.tcrcinfo.org)

## **Passengers purchasing from outside of California**

This transaction is not covered by the California Travel Consumer Restitution Fund.