

Dominican Republic Group Trip Contract

PLEASE READ THIS AS IT CONTAINS PART OF YOUR CONTRACT FOR YOUR TRIP AND ANY RELATED SERVICES. PLEASE CONTACT US IMMEDIATELY IF YOU HAVE QUESTIONS.

Please thoroughly review these terms and conditions of the **Poppin in Punta Cana 2023** with Passport Poppin, LLC.

The booking passenger, (also referred to as "addressee" and as "passenger" throughout this contract), by reviewing and signing this contract and making payment(s) to Passport Poppin, LLC, acknowledges that they have been advised of, reviewed, and hereby accept these terms and conditions and contract for travel-related services.

By participating in this group trip, you agree to photo and video release. Any pictures or videos taken of you by Passport Poppin, LLC staff will be used in future promotions.

BOOKING ACCURACY/LEGAL NAMES:

Passenger is required to immediately review all aspects of their booking to verify (but not limited to): passenger names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify Passport Poppin, LLC immediately after receiving booking information if any omissions and/or corrections are needed regarding the booking details. Passenger(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Passenger is required to verify the accuracy of the passenger's LEGAL first & last names.

It is mandatory that guest names be identical to the Passenger(s) LEGAL first and last names and identical to the names as they appear on booking and travel documents.

Passengers must book their own flights separately and submit their flight itinerary no later than 2 weeks prior to the vacation start date so that airport transfers can be confirmed.

TRAVEL DOCUMENTS & COUNTRY ENTRY REQUIREMENTS:

Passenger(s) assumes sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. Passenger(s) assumes sole responsibility for, and hereby releases Passport Poppin, LLC from any claims or responsibility for any and all damages incurred as a result of Passenger(s) failure to comply with applicable documentation requirements, including but not limited the requirement that all Passengers procure, and have on their person the proper travel documents at all times. Passport Poppin, LLC recommends the Passenger(s) consult with the appropriate domestic and foreign governmental agencies for the current documentation requirements.



Suggested reference materials for passport, visa, health requirements as well as travel advisories:

For US Citizens:

http://travel.state.gov

Western Hemisphere Travel Initiative

US State Department Travel Warnings

US State Department Travel Alerts

US CDC for Required Vaccinations

Visa Information for US Citizens

(examples of countries requiring Visas: Australia, Brazil, China, Egypt, India, Russia, & Turkey)

Dominican Republic COVID Travel Requirements:

Currently as of September 6, 2022, there are no entry requirements into the Dominican Republic. Updates can be seen at this <u>link</u>. Passport Poppin will frequently check these requirements for updates. Travelers will be reminded within 2 weeks of the trip of the updated requirements that they must fulfill and do so on their own accord and at their own expense. Failure to comply with these requirements will result in passengers' inability to attend the trip. Passengers are solely responsible for these pre-arrival travel requirements. Passport Poppin will not be held financially, legally, or otherwise responsible for passengers' failure to comply with this requirement.

Returning to the USA: Currently pre-arrival COVID tests are no longer required. There is on-site testing at the resort should things change. You are responsible for setting up your own appointment and going to get the sample in order to meet this country requirement.

Please note: it is inherent that during a pandemic, travel requirements for country entry may change. In the event that travel requirements change, guests will be notified of the updated entry requirements and must comply to enter the country.

PAYMENTS: Passport Poppin, LLC accepts Visa, American Express, Discover, and Mastercard.. The total trip price for this trip is: \$1750 A choice of payment in full or payment in installment is offered and reservations will be held until the first Payment Due Date which is Oct 28, 2022. In order for the installment plan to be in effect, participant must submit a non-refundable and non-transferable deposit of either \$50, \$100, or \$150. The amount of the deposit is dependent upon the date the participant makes the booking. After the initial payment, if final payment is not received by Passport Poppin, LLC on or before the first payment Due Date, reservations are automatically canceled and payments made will be forfeited with no refund. You may be eligible for a travel credit, but it is not guaranteed if Passport Poppin does not receive prior communication. Failure to remit payments on a timely basis will automatically put your booking at risk of cancellation. Without limitation, Passport Poppin, LLC will not be held liable by Passenger(s) for cancellation of any booking for either late payment or the declining of a credit card.



There are no exact payment schedules. Guests will be able to make payments at their leisure as long as the balance is paid on the two major payment due dates which are:

October 28, 2022 and December 30, 2022. The exact amounts due on these dates are visible on client's Wetravel account. Clients will be reminded to make payments via email and our Whatsapp group chat.

It is the client's responsibility to join the Whatsapp group chat link sent in the confirmation email of the booking in order to be up to date with any new information regarding the trip. They should also check the email they provided on the booking form frequently for any important updates.

TRIP INCLUSIONS:

This trip includes: all-inclusive resort accommodations, excursions, transportation to all scheduled events, onsite Passport Poppin travel concierge service, transportation to and from PUJ airport on January 12 and 16th.

This trip does not include: roundtrip flights to Punta Cana (PUJ) airport, COVID testing, passport processing fees, or any other additional expenses not listed above.

It is expected that all participants will be respectful of those traveling. Passport Poppin is not responsible for any altercations among guests. We will do what is necessary to maintain the safety and comfort of all guests. Should any guests disturb the peace of the group, they will not be able to participate any longer in the group activities.

ACCOMMODATIONS AND ACTIVITIES:

"Accommodations" are defined as lodgings in a dwelling or similar living quarters afforded to travelers including, but not limited to, hotels, condos, quarters in cruise ships, motels, timeshares, campgrounds, and resorts.

a. Accommodation classifications

The number of stars attributed to the hotels and other providers of accommodations quoted by Passport Poppin, LLC corresponds to a classification established as a point of reference in accordance with local standards in the host country. Please be advised that accommodations and the "star" designations may vary from country to country. The comments we make in our descriptions are based on our knowledge of the establishments and the comments we have received from customers.

b. Taking possession of and vacating your room

Check-in time is 4:00 pm and check-out is at 11:00 am. Passport Poppin, LLC is not responsible for any charges and damages resulting from your failure to take timely possession of or vacate your room.



c. Meals

Hotel reservations that state "all-inclusive" refer to the inclusion of accommodations, breakfast, lunch, dinner and normal drinks (mineral water, fruit juice, sodas, wines, alcohol).

d. Activities offered during your stay

An activity may not be appropriate for all ages or for individuals with certain medical conditions. Passport Poppin, LLC may not be held liable in the event of an accident, death, sickness, loss of property, or otherwise unfortunate event.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PASSPORT POPPIN, LLC SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE AND OPERATION OF THE ACTIVITY, AND ALL ACTIONS OR EVENTS OCCURRING PRIOR TO, DURING, AT OR AFTER, THE ACTIVITY.

e. Pregnant women

Passport Poppin, LLC advises pregnant women to consult with their doctors before making any reservation, in order to confirm that it is appropriate for them to participate in the trip. You agree that Passport Poppin, LLC will not be liable for any damages arising from inability to participate in any or all of the trip due to pregnancy or a related illness and no compensation will be payable under such circumstances.

f. Travelers with special needs or disabilities

If you have special needs or a disability you must call the provider of your accommodations ahead of time and verify that special needs can be met. Passport Poppin, LLC makes no guarantee as to the ability of any accommodations, activity provider, or facilities advertised on its site to meet the special needs of disabled clients. Passport Poppin, LLC has no special knowledge regarding the suitability for disabled persons of any portion of any tour or activity offered. For information concerning the suitability for disabled persons for any portion of any tour or other reservation, contact the supplier directly.

CANCELLATION POLICIES:

All cancellations or no-shows are non-refundable. Reservations are made for specific dates and cannot be adjusted or altered. Upon making the booking, Passenger(s) hereby accepts & acknowledges liability for all cancellations.

LIMITATION OF LIABILITY: Without limitation, Passenger(s) assume the risk of, and agree that Passport Poppin, LLC is not liable for any damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire,



lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip, desertion or revolt of crew, or lost/damaged/delayed luggage.

ADDITIONAL CHARGES AND TRAVEL PROTECTION

Passenger acknowledges that upon check-in there may be a daily resort fee, eco tax, or other charge required by the hotel. Passport Poppin, LLC is not responsible for any of these charges and are due by the Passenger at check-in.

There are no cash refunds for any cancellations whatsoever. However, there is travel protection included in the pricing that covers a portion of your funds in the form of a travel credit. Please see more details below: Should any activities/excursions in the itinerary be canceled during travel due to weather or any other reason, you may be eligible for a travel credit for these funds to be applied towards a future group trip.

Travel Protection: Travel protection is included in this trip. If there are any cancellations before or during the trip, you will receive a partial refund in the form of a travel credit (redeemable through the original booking agency Passport Poppin, LLC), minus the non-refundable Travel Protection Plus payment, any non-refundable service fees and additional expenses included in the total group trip package. At the time of cancellation, you will be eligible for a travel credit up to \$900.

The amount of money that you will receive back in the form of a travel credit will be determined at the time of your request to cancel and you will be informed of the funds that are available via travel voucher. Travel credits may be used like cash when rebooking a future trip, and are valid for one year from the date of issue, are non-refundable and non-transferable (issued only in the name of the passenger who canceled) and may not be redeemed for cash. You may cancel within 72 hours of the departure date to receive this partial refund in the form of a travel voucher. If attempting to cancel less than 72 hours prior to departure, you may be ineligible for the travel credit.

To rebook using this travel voucher, contact Passport Poppin via email and we are happy to rebook your trip using your travel credit plus an additional trip planning/booking fee.

COVID-19 CLAUSE:

Choosing to participate in this event is voluntary and participants assume all risks. Should you happen to test positive for COVID-19 upon return to the US or in destination, you are responsible for your own quarantine, medical expenses, additional travel arrangements, etc. Passport Poppin cannot be held responsible for such matters.



MANDATORY ARBITRATION / FORUM / CHOICE OF LAW: The Parties (booking passenger) hereby agrees that any and all disputes arising out of or relating to this Agreement shall be submitted to final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the laws of the District of Columbia. The Parties agree that the arbitration shall take place in Washington, DC and will be conducted by a single mutually agreed upon arbitrator. The arbitrator shall permit both sides to conduct reasonable discovery, in her/his sole discretion, and shall render a written award. Payment of the cost of the arbitration, including the arbitrator's fees and room rental, shall be split equally between the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Parties acknowledge and agree that this arbitration is their sole recourse and that they may not file a lawsuit against Passport Poppin, LLC. If Passenger(s) fails to submit their claim to arbitration and instead files suit, Passport Poppin, LLC shall be entitled to recover its attorney's fees and other costs incurred in the enforcement of the terms of this Agreement, including costs incurred seeking a referral to arbitration. Passenger(s) and Passport Poppin, LLC agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.