



## **Travel Planning Services Agreement**

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 your trip curated by Passport Poppin, LLC. The addressee/booking passenger of this notice will be the only recipient of this booking contract and terms and conditions.

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.

### **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.

### **TRAVEL DOCUMENTS:**

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. Should you require a name change, the fee is \$100 or more.

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



For US Citizens:

<http://travel.state.gov>

Western Hemisphere Travel Initiative: [http://travel.state.gov/travel/cis\\_pa\\_tw/cis\\_pa\\_tw\\_2223.html](http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_2223.html)

US State Department Travel Warnings: [http://www.travel.state.gov/travel/cis\\_pa\\_tw/tw/tw\\_1764.html](http://www.travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html)

US State Department Travel Alerts: [http://www.travel.state.gov/travel/cis\\_pa\\_tw/pa/pa\\_1766.html](http://www.travel.state.gov/travel/cis_pa_tw/pa/pa_1766.html)

US Center for Disease Control for required vaccinations: <http://www.cdc.gov/travel>

Visa information for US citizens: [http://www.travel.state.gov/travel/cis\\_pa\\_tw/cis/cis\\_4965.html](http://www.travel.state.gov/travel/cis_pa_tw/cis/cis_4965.html)

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

Some destinations require COVID-19 tests prior to arrival as well as authorization via an online travel portal. Guests will be informed of this requirement and are responsible to fulfill this in order to travel.

### **PAYMENTS & SERVICES:**

Passport Poppin, LLC accepts Visa, American Express, Discover, and Mastercard via Paypal and Wix Invoices. **Our non-refundable service fee is due for us to begin working on your trip. The service fee is \$150 per passenger. Our service fees are not inclusive of the expenses of the actual trip.** The service fees are totally separate and account for the time and expertise of our travel agency. These trip planning services may include:

- Researching a maximum of 2 different destinations
- Sending package pricing for client to compare
- Booking of hotel reservations for all passengers
- Booking flight reservations for all passengers
- Confirming travel insurance policies for all passengers
- Coordinating excursions with 3rd party tour operators in destination
- Corresponding with the hotel on passengers' behalf
- Accepting and managing payments received by participants
- Coordinating ground transportation in destination
- Applying participants' payments to reservations
- Correspondence with participants with any travel related questions or concerns
- Weekly correspondence with group trip leader to inform of the trip planning process
- Available off-site during travel via email to resolve any non-life threatening travel disturbances directly related to the reservations coordinated by Passport Poppin.



For some reservations, a choice of payment in full or payment in installment is offered and reservations will be held until the “Paid In Full Due Date” indicated on your confirmation. Pricing changes daily, so in order to secure the initial quote, the deposit, written as “Payment 1” below must be made. After the initial payment, if final payment is not received by Passport Poppin, LLC on or before the Paid In Full Due Date, reservations are automatically canceled. 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.

### **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.

**For some hotels, room requests including but not limited to bedding requests, number of beds, special gifts, services, etc. are merely requests and cannot be guaranteed. Passport Poppin is not responsible for a failure on the part of hotels to accommodate such requests.**

#### **b. Taking possession of and vacating your room**

Check-in times are specific to your hotel. 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.

Passport Poppin, LLC is a service based travel agency to coordinate excursions with reputable companies in destination. Passport Poppin, LLC is not responsible for any actions, opinions, views, of any employees of the excursion companies with which customers book activities. If for any reason a company does not properly coordinate the tour to the customer’s satisfaction, it is the customer’s



responsibility to seek any monetary compensation from the owners of the in destination tour companies. Passport Poppin will endeavor to ensure that the tour is coordinated and planned, but has no responsibility for any problems rising out of booking with said tour company.

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.

There is a non-refundable rebooking & trip planning service fee charged for any new arrangements that need to be made once a reservation has been canceled due to failure to pay or if the client decides to cancel for any reason. Rebooking service fees are quoted and vary depending on the extent to the planning services and new arrangements that need to be made. To rebook, passengers can send an email to [letsgo@passportpoppin.com](mailto:letsgo@passportpoppin.com) to begin.

### **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.

**Full Travel Credit Programs:** With this plan you will receive 100% of your refund in Funjet Vacations travel credits (redeemable through the original booking agency), less the non-refundable Travel Protection Plus payment. Funjet Vacations travel credits may be used like cash when purchasing a Funjet Vacation, are valid for one year from the date of issue (when the refund is processed), are non-refundable and non-transferable (issued only in the name of the passenger who canceled) and may not be redeemed for cash.

**MANDATORY ARBITRATION / FORUM / CHOICE OF LAW:** The Parties hereby agree 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.

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties.



Passport Poppin, LLC hereby confirms acceptance of and agreement to the above terms.