

Rainbow Getaways Travel Planning Service Agreement

THIS IS A LEGALLY BINDING RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT (the "Agreement"). Please read it carefully before signing/accepting/acknowledging.

We are Rainbow Getaways LLC and are excited to help you with your travel. The following terms & conditions (the "Agreement") describe what you can expect from us. The terms "we", "us", and "our" refer to Rainbow Getaways LLC, and the term "you" refers to the individual who signs this Agreement.

If you are obtaining a quote for and/or securing or procuring travel for more than just yourself, all references below to "I" (and derivations thereof, including without limitation "my" and "me") shall be read to mean you on behalf of yourself and each individual within your group for whom you are obtaining a quote and/or securing or procuring travel.

Article 1. Terms & Conditions

Section 1.01 Rainbow Getaways LLC (hereinafter "RBG") is a member of the Lotus Travel Network (hereinafter "Host"). All travel booked through RBG will be reserved using the Host's CLIA number directly with the travel supplier(s). RBG will service the booking(s) and continue to be your primary point of contact for your trip. Lotus Travel Network is registered with the State of Florida as a Seller of Travel. Registration No. ST42447.

Section 1.02 The laws of the State of Florida govern the rights and obligations of the parties to this Agreement and the interpretation, construction, and enforceability thereof. Rainbow Getaways LLC is registered with the State of Florida as a Seller of Travel. Registration No. TI63357. I agree that any action or proceeding brought by me against RBG shall be brought solely in the courts of Florida, located in Osceola County. In the event any action or proceeding is initiated by me in a court outside of Osceola County, Florida, I agree to pay RBG's costs and reasonable attorney fees associated with defending such action or proceeding.

Section 1.03 Availability and price quotes are applicable to the date and time at which they are requested and cannot be guaranteed until payment is made to the travel suppliers.

Section 1.04 Prices of flights are subject to change until ticket confirmation is issued by the airline. Flights may not be confirmed until closer to the first date of travel, depending on when the first proposal is created. Additional airline fees not included in the ticketed price are extra and are paid directly to the airline.

Section 1.05 By signing below, you agree and accept the conditions outlined in this Travel Planning Service Agreement. If you disagree with the conditions or are not willing to be bound by them, do not sign this agreement. If you believe there is an omission or error, do not sign this agreement.

Article 2. Travel Research & Planning Fee

Section 2.01 Travel Research and Planning (TRP) is a service provided by RBG to provide all our travelers with a fully customized itinerary. All trips booked with RBG include a TRP Fee. The TRP Fee must be received by RBG prior to any planning services being done. The TRP Fee will be paid directly to the Host and distributed to RBG. Any convenience fees associated with the transaction are charged by the payment processor and are not considered a part of the fee. The services included in the TRP Fee are included below.

Section 2.02 Travel Research and Planning Fees are charged per traveling household as defined by residents at the same physical address.

Section 2.03 Travel Research and Planning Fee Breakdown:

(a) Standard Travel Research and Planning Fee - \$200 due prior to trip research and planning.

(i) Applies to all other travel itineraries booked by RBG that do not qualify for the reduced fee.

(b) Cruise or All-Inclusive Research and Planning Fee - \$100 due prior to trip research and planning.

(i) Available for travel packages that only include a stand-alone cruise or all-inclusive vacation booked by RBG. No additional research needed to create a travel package.

(ii) Travel packages that include additional elements booked by RBG do not qualify.

Section 2.04 Included Services:

(a) Pre-Proposal Consultation via phone or video call to discuss what you want to get out of your trip, which activities are important to experience, your specific travel preferences, and any other specific needs you have.

(b) RBG will fully research your destination, fully review and validate travel suppliers, and prepare a customized quote that matches the information gathered during the proposal consultation.

(c) RBG will provide the best recommendation for travel insurance based on your destination and other unique traits of the trip.

(d) Quote Consultation via phone or video call to discuss the prepared proposal, answer any questions you have, make adjustments to the proposal, and if possible, finalize plans for the trip.

(e) Bon Voyage Consultation via phone or video call to answer any last-minute questions and to review the final itinerary.

(f) RBG will provide insider tips about your destination and how to maximize your time while on vacation.

(g) RBG will conduct dining research and provide a list of best options at your destination in the case of specific food allergies or other dietary needs.

(h) RBG will fully research and validate suppliers of booked excursions or activities. We will make recommendations based on the information provided during the pre-proposal consultation.

(i) We will read all the small print and make sure you're aware of the necessary information about all the elements of your trip.

- (j) RBG will provide real-time air monitoring for air components and will notify you of any changes to your flights.
- (k) RBG will build a complete day-by-day itinerary for your trip with Travefy App access
- (l) RBG will monitor the elements of your trip for upgrade opportunities
- (m) RBG will fully research requirements for travel documents to your destinations. We will provide information about what is required and how to acquire the proper visas.
- (n) Support by Phone, Text, or Email from the moment you say "book it" until you're home with 24/7 support while you are traveling.
- (o) Make up to 4 changes to your itinerary post deposit before an excessive change fee applies (see Article 4 for more information)

Article 3. Walt Disney World Specific Travel Packages

Section 3.01 Prior to making advanced dining reservations (ADR) or FastPass+ selections (FP+) at Walt Disney World, you must create a My Disney Experience (MDE) account directly with Disney. This same account will also be used to check-in prior to your arrival at your Disney resort.

Section 3.02 You have the option to make your own selections for ADR and FP+ when your booking windows for the respective reservations open. Availability for ADR and FP+ reservations are limited and RBG strongly encourages you to plan your selections prior to the opening of the booking window(s).

Section 3.03 If you choose to have RBG make your ADR and FP+ reservations, you must submit your MDE account information and your reservation preferences to RBG no later than 7 days before your respective booking windows open. RBG will make every effort to secure your first preferences for your selections but cannot guarantee availability.

Article 4. Additional Fees

Section 4.01 Once a trip has been deposited, RBG may impose a fee for excessive itinerary changes in the amount of \$25 per occurrence. Excessive itinerary changes are defined as changes to resort reservation(s), cruise reservation(s), or activities planned by RBG after a deposit has been paid to the primary travel supplier. Excessive Change Fees will be paid directly to the Host. Any convenience fees associated with the change fee(s) are charged by the payment processor and are not considered a part of the said change fee.

Article 5. Travel Suppliers

Section 5.01 RBG is not the source or supplier of the travel services included as elements in your trip. RBG acts solely as an agent for such services' actual suppliers. Travel Suppliers are ultimately responsible for ensuring the booked elements of your trip occur. By booking a trip with RBG, you consent to and request the use of those suppliers and agree not to hold RBG responsible should any of these suppliers:

- (a) fail to provide the travel services I have purchased;
- (b) fail to comply with any applicable law; or

- (c) engage in any negligent act or omission that causes me any sort of injury, damage, delay, or inconvenience.
- (d) make changes due to national emergencies, war, famine, global pandemics, or other unforeseen events.

Section 5.02 You must authorize RBG to submit payment to the travel suppliers before the due date. RBG will send reminder emails as the due dates approach, but it is your responsibility to ensure that a payment has been authorized to ensure the travel supplier does not automatically cancel their portion of the trip. Failure to make timely payments may result in financial loss due to non-refundable fares/deposits or penalties imposed by the travel supplier.

Section 5.03 It is ultimately your responsibility to review the accuracy of all details in travel proposals, travel plans, and travel documents for accuracy upon receipt and understand that you must contact RBG with any questions or to request changes.

Section 5.04 All fares typically involve restrictions (including, but not limited to, restrictions related to cancellation). Changing any aspect of my travel arrangements may result in the payment of additional money or forfeiture of paid money. It is your responsibility to read and understand travel agreements (such as a Contract of Carriage) for each Travel Supplier.

Section 5.05 From time-to-time Travel Suppliers may offer incentives to book a return trip on the cruise line or at the resort. Any incentives offered by the Travel Supplier are the sole responsibility of said Travel Supplier and not RBG. You are welcome and encouraged to take advantage of the Travel Suppliers' booking incentives for these return trips. RBG will automatically be notified by the Travel Supplier of your new booking and the new booking is subject to the terms outlined in this Agreement and a new TRP Fee. The new TRP fee is due to RBG within 15 days from when you return home. If you do not pay this fee, the reservation will be released by the agency to your name. At that point, you will solely be responsible for working with the travel supplier directly.

Section 5.06 RBG has no special knowledge regarding travel service providers' financial condition selected for your tour, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at destinations, RBG recommends contacting the Travel Warnings Section of the U.S. State Department at 1-888-407-4747 or www.travel.state.gov. For medical information, RBG recommends contacting the Centers for Disease Control at 1-800-232-4636 or www.cdc.gov/travel.

Article 6. Travel Insurance

Section 6.01 Protecting your travel investment is essential. RBG has partnered with Allianz Travel Insurance and will recommend the best travel insurance policy for your specific trip. The choice to include travel insurance rests with your final approval and you will be required to provide your final selection in writing.

Section 6.02 You should purchase travel insurance to cover certain risks inherent in travel, such as supplier bankruptcy, national emergencies, unforeseen inclement weather, the inability to travel due to a medical or personal emergency, or other covered events.

Section 6.03 Failure to purchase a travel insurance policy may result in a **financial loss** as a result of cancellation fees, diversion fees, medical expenses, or other unspecified expenses that may occur in the event of trip cancellation or trip interruption.

Article 7. RBG Hours of Operation

Section 7.01 During normal business operations, RBG is committed to responding to all pre and post-travel inquiries within 1 business day. Standard business hours for RBG are as followed: Monday thru Friday 10:00 AM to 6:00 PM, Saturday 10:00 AM to 4:00 PM, closed Sunday (all times in US Eastern Time Zone).

Section 7.02 While traveling, you will have 24-hour access to your RBG Travel Advisor so that we may assist you with any unexpected events in a timely manner. You must notify RBG of any issues that arise while traveling so that we may address them, failure to do so means we will be unable to help you reach a resolution.

Article 8. Domestic & International Travel Requirements

Section 8.01 The Transportation Security Administration (TSA) requires you to carry a government-issued identification card to board a flight. The name, date of birth, and sex that appears on the identification card must exactly match the same data listed on your booking records. Failure to comply with these requirements strictly may result in denied aircraft boarding, an undue delay at an airport security checkpoint causing me to miss my flight, or denied cruise embarkation.

Section 8.02 If traveling internationally, you must have a passport valid for at least six (6) months after returning to the United States of America. You will be required to submit proof of your valid passport to RBG prior to booking any international elements of your trip.

Section 8.03 Depending upon your destination and nationality, you may need to obtain one or more visas. RBG will fully research the visa requirements for your destination and provide you specific details as they apply to your itinerary.

Section 8.04 While RBG will provide you with the information for your destination(s), You are fully and completely responsible for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination(s) and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s).

Section 8.05 If traveling to or through Canada, travelers with a Driving While Intoxicated (DWI) or other conviction records should always check whether current rules exclude admission. RBG feels it is an invasion of privacy to make such inquiries on your behalf. The final

decision of entry rests with the immigration or border services officer. For more information see [Canada's government site](#) and the [Canadian Immigration facts](#).

Article 9. Release of Liability

Section 9.01 I accept that RBG is not responsible for, nor will I attempt to hold it liable for any injury, damage, or loss I may suffer on account of any conditions, actions, or omissions that are beyond its reasonable control. Excepting only liability that directly arises from the gross negligence or willful misconduct of RBG, I will not hold it responsible for any injury, damage, or loss I may suffer while on any third party provided or operated excursion or activity.

This agreement was last updated on October 30, 2020.