

### YOUR VACATION CONTRACT

Thank you for choosing a Global Hotel Choices ("Operator") vacation. To ensure that you understand the conditions of your particular vacation, please read the following policies and procedures completely. All policies and procedures are subject to change at any time in Operator's sole discretion without notice.

#### I. BOOKING/PAYMENTS

For bookings made 48 days or more prior to your arrival date, a per person deposit\* is due at time of booking. In the event the method of payment is other than credit card (i.e., agency check, certified check or money order), Operator will allow up to 72 hours for receipt of deposit to avoid automatic cancellation of the reservation. Payment for any travel protection options is also due at time of booking. Some arrivals may require a nonrefundable or partially nonrefundable deposit, which may also be due at the time of booking. Separate payment policies apply to holiday or special events. Please consult your travel agent.

Deposit Requirements.	
Program	Per person
Domestic vacations (except Hawaii & Ski)	\$100
International, Hawaii and Ski vacations	\$150

For reservations made by travel agents in the dynamic VAX VacationAccess system, E-Travel documents will be provided upon full payment of the reservation. Balance of payment is due in Operator's office at least 45 days prior to your arrival date. If a booking is made 47-10 days prior to arrival, full payment is due to Operator at time of booking. In the event the method of payment is other than credit card, Operator will allow until 6:00pm CST the next day for receipt of mailed payments. For all bookings made 9-0 days prior to arrival, full payment is due at time of booking via credit card.

Payment may be made by agency check, cashiers check, money order, certified check or credit card (MasterCard, Visa, Discover or American Express). Payments should be express mailed to: Global Hotel Choices, 8969 North Port Washington Road, Milwaukee, WI 53217. All other non-express mail should be sent to: Global Hotel Choices, P.O. Box 1460, Milwaukee, WI 53201-1460. All payments must be made when due to avoid automatic cancellation.

Operator reserves the right to reinvoice your reservation should an error be made in computing your vacation price. Rates are subject to change including, but not limited to, increases in or establishment of surcharges, applicable taxes, government imposed fees and hotel prices. Peak travel period surcharge, minimum night stays and holiday blackouts may apply depending on your travel dates. Airport/hotel transfers and unique features require the timely receipt of the complete passenger flight itinerary. If Operator does not have the complete flight itinerary prior to the issuance of travel documents, transfers and features, if purchased, will not be provided and there will be no refund for this unused service.

Hotel Taxes and Service Fees: We market hotels under a "prepaid/merchant" model, where we collect the full amount from you in advance and manage the payments to the hotel on your behalf. In connection with facilitating your hotel arrangement, the amount you are charged will include taxes and service fees. This amount includes an estimate to recover the amount we pay to the hotel related to your reservation for taxes owed by the hotel including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax, good and services tax, and/or other similar taxes. The amount paid to the hotel in connection with your reservation for taxes may vary from the amount we estimate and include in the amount charged to you.

charged to you also includes an amount to compensate us for our services as well as covering costs we incur in connection with handling your reservation.

We are not the vendor collecting and remitting taxes to the applicable taxing authorities. Our hotel suppliers, as vendors, include all applicable taxes in the amount billed to us and we remit over such amounts directly to the vendors. We are not a co-vendor associated with the vendor with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate and the type of applicable taxes vary greatly by location.

**Travel Protection Options:** Sometimes unexpected circumstances arise before or during your vacation, we strongly recommend that you contact an independent insurance carrier or choose one of the following nonrefundable Operator protection programs. The Penalty Waiver and During Travel Protection must be purchased at time of booking and paid in full. The Penalty Waiver and During Travel Protection are not available on certain programs including ski.

**Penalty Waiver:** (Cancel for any reason protection). Clients who elect to purchase this optional feature may cancel their reservations at any time and for any reason prior to departure. Operator's penalties, and hotel or ground supplier penalties are waived.

**During Travel Protection:** During Travel Protection includes trip interruption benefits, baggage protection, and medical expenses for covered reasons plus 24-hour emergency travel assistance service. Terms, conditions, exclusions and other limitations apply and are indicated in the Description of Coverage. This plan is underwritten by National Union Fire Insurance Company of Pittsburgh, PA, a member company of American International Group, policy number 1274-9500188. Please refer to the Description of Coverage for full details, or for additional information on the During Travel Protection plan, please call BerkelyCare, the plan administrator, at 1-800-527-3522.

For both travel protection options, refunds for cancellations will be given in the original form of payment less the price of the travel protection you have purchased. All cancellations must be confirmed by Operator's reservations department prior to your arrival date. The Penalty Waiver and During Travel Protection do not apply to "NO SHOW" situations where clients do not check-in or in denied boarding situations, nor do they waive revision fees. Nonrefundable travel agent fees may be included in your package price and are not covered by either option. If the number of individuals occupying a room decreases, the remaining travelers will be responsible for additional costs incurred as a result of a change in the per person occupancy rate.

#### **II. CANCELLATION/REFUNDS**

If your plans change, your right to a refund is limited. To avoid cancellation fees you may consider purchasing one of the optional travel protection plans. Without travel protection, if you must cancel your reservation, make any changes to your arrival date, or reduce the number in the party, you will be assessed a \$100 per hotel room Operator penalty, plus any applicable supplier charges. Please note that there are no refunds for cancellations made less than 48 hours prior to arrival for hotel vacations. Separate cancellation penalties may apply to holiday or special events in addition to nonrefundable deposits. There may be nonrefundable optional features as part of your package such as lift tickets, theater shows or theme park admissions. Nonrefundable travel agent fees may be included in your package price. Please consult your travel agent.

NOTE: WHEN A CANCELLATION IS MADE ALL REFUNDS WILL BE GIVEN IN THE ORIGINAL FORM OF PAYMENT. NONREFUNDABLE TRAVEL AGENT FEES MAY BE INCLUDED IN YOUR PACKAGE PRICE. If the number of individuals occupying a room decreases, the remaining travelers will be responsible for additional costs incurred as a result of a change in the per person occupancy rate. Additional details and pricing available upon request. Operator Penalties: All Operator penalties will be in addition to any supplier penalties (including hotel penalties) and are subject to change any time.

Your travel agent must request any refunds by sending a written request to Operator at the time of telephone cancellation or revision. Refunds for unused NASCAR race tickets and other similar tickets or passes will not be made. Your right to a refund of unused portions of your car rental is limited and based on individual car company policy. If you accept a refund, you waive all other rights and remedies under applicable law. For customer service issues, please consult your travel agent or Operator at 1-888-987-7801.

All rental car drivers must be at least 25 years of age and in possession of a valid driver's license and a major credit card in their name. Car cost may not include drop charges, tolls, taxes, surcharges, upgrade, recoup fees, airport fees and optional charges such as protection options and additional drivers. An underage fee will apply for driver ages 21-24 years. Rental charges are based on each 24-hour period commencing at time of rental, with any additional hours subject to extra charge. A major credit card or a cash deposit is required to protect against incidental charges and damages, payable directly to the car rental company. Car rental companies will not refund any unused portion of a voucher.

### **III. VACATION REVISIONS**

Any changes (other than those subject to cancellation penalties listed above) made 45 days or less prior to arrival shall be subject to a \$25 per reservation revision fee and any other supplier fees.

# IV. PASSPORT REQUIREMENT

All international travelers must present a government issued passport for U.S. Customs re-entry after air, land or sea travel. For more information please visit the State Department's consular website www.travel.state.gov or the U.S. Department of Homeland Security's website www.dhs.gov. Please consult your travel agent or the Destination Consulate for further information. It is the traveler's responsibility to provide proper documentation. Married or divorced women traveling under names other than what is printed on their travel documents, must supply a marriage license and/or divorce decree. Failure to possess required documents may result in denied boarding. No refunds will be made to passengers who fail to possess proper documentation and are denied boarding or entry into the destination. Foreign travelers, visit your local consulate for travel requirements (VISA or other written verification).

# V. RESPONSIBILITIES

Travel Agents' Responsibilities: The travel agent is responsible for providing information to you, examining and verifying all information, and ensuring that you understand all of the policies, fees and requirements to which you are subject. Any travel agent who makes a reservation on your behalf acknowledges this responsibility.

Your Responsibilities: Due to the fact that Operator sells leisure vacations for travelers originating in the U.S., individuals attending a convention or those not originating from the U.S. may not use this product for their hotel stay. If this vacation is used for any reason other than leisure travel originating in the U.S., some hotels may directly assess an additional surcharge during holiday, convention, special event time periods or for non-U.S. originating travelers. Unless you file any claim you may have with Operator within 30 days after the termination of this trip, all parties are released from further liability.

Operator's Responsibilities: Operator is responsible to you for making arrangements for accommodations and services offered, provided that in the absence of gross negligence on the part of Operator, Operator's responsibility does not extend to any liability for personal injury or property damage arising out of or caused by any negligent act or omission on the part of any hotel or motel operator, ground transportation contractor, optional tour operator or any person rendering any services being offered. Operator is not responsible for damage, delay or vacations affected by weather, air delays or cancellation or other force majeure events beyond the control

of Operator. In no event shall any party be liable for consequential damages. Operator reserves the right to substitute hotel/motel accommodations and to make alterations in the itinerary, if necessary, due to circumstances beyond the control of Operator. Special requests such as room location, bedding, special meals or assistance will be communicated to the appropriate party, but cannot be guaranteed by Operator. Items not included in your vacation price include, but are not limited to, hotel specific service fees, resort fees, energy surcharges, baggage handling, rollaway beds, cribs and other incidental fees such as minibar charges, parking and phone calls and are payable directly to the hotel. Specials may be withdrawn at any time. Rates are based on availability.

### VI. OTHER

All prices are shown in U.S. dollars.

Applicable Law: It is agreed by and between you and the Operator that all disputes and matters whatsoever arising under or in connection with or incident to these policies and procedures shall be litigated, if at all, in and before a court located in the State of Wisconsin, U.S.A., to the exclusion of the courts of any other state or country.

Photographs: Room photographs shown are for informational purposes only and may not depict the actual category purchased.

Maps: The maps herein represent approximate locations and are not meant to be exact in every detail.

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