

# TOUR AGREEMENT

This AGREEMENT, made by and between Keyrow Tours and \_\_\_\_\_ (the Client), on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, sets forth the terms and conditions under which the Client retains, and Keyrow Tours provides, services related to travel to, from, and in Italy.

## 1. GROUP SIZE AND COSTS.

Keyrow Tours will accommodate groups of fifteen (15) Clients or fewer. All tour packages are priced for groups composed of 10-15 Clients. Keyrow Tours reserves the right to allow up to sixteen (16) Clients when there are 14 guests, no single traveler, and 2 interested parties. Smaller groups of 10 Clients may incur increased costs. Keyrow Tours will explain such costs to the Clients well in advance of the tour. Airline and train tickets are non-refundable. If individual Clients cancel, and a smaller group of Clients still desire to travel together, that group will incur additional costs to be explained to the Clients well in advance of the tour. If all but one or two Clients cancel, the remaining Client or Clients will be given a refund as set forth in the Refund Policy.

## 2. ACCOMODATIONS.

(a) Hotels – Keyrow Tours will select the hotel(s) for the tour. Prior to the departure, Keyrow Tours will provide the Client with the hotel information, including the name, location, and telephone number of the hotel. In advance of the tour, the Client will inform Keyrow Tours whether he or she prefers a shared room or a single room. If the client prefers to share a room with another tour member, Keyrow Tours will use its best efforts to make a compatible shared room assignment for the Client. The Client shall inform Keyrow Tours if the Client has any special needs, including a smoking or non-smoking room. If the Client expresses no preference within a reasonable time before the tour, Keyrow Tours will assign the Client to either a shared or a single room at Keyrow Tours' discretion. If a single room is assigned to the Client for any reason, including, but not limited to, a roommate's cancellation and incompatibility (even during the tour), the Client will be responsible for the cost of the single room.

(b) Travel – Keyrow Tours will select and make air and ground transportation arrangements for the Client. Upon request from the Client, Keyrow Tours will provide the Client with detailed information about the travel arrangements.

## 3. AIR CONDITIONING/HEATING.

The air conditioning systems in Italy, when available, typically do not meet United States standards. If the Client has special requirements regarding air conditioning, the Client must alert Keyrow Tours to those requirements well in advance of the tour. Heat, when needed (most often during our late fall and winter tours), is available in Italian hotels. Keyrow Tours will not be responsible for any damages or discomfort caused by inadequate heating and/or air-conditioning in any hotel, bus, train, airplane, or other accommodation used by the Client on the tour.

## 4. SUBSTITUTIONS.

Keyrow Tours, in its discretion, may substitute portions of the tour, including, but not limited to, sightseeing, hotels, and restaurants, prior to, and during, the tour. Keyrow Tours will fully explain such substitutions to the Client as such substitutions become known to Keyrow Tours.

## 5. HOLIDAYS AND CHANGES.

During local or national holidays abroad, some facilities, such as museums and shops, may close or operate on limited schedules. On such occasions, Keyrow Tours may make itinerary adjustments to minimize inconvenience to

the Client. Keyrow Tours will inform the Client well in advance of the departure date if any such adjustments need to be made.

## **6. SMOKING.**

As of January 2005, smoking is no longer permitted in most restaurants, interiors of cafes, bars, and some public buildings in Italy. Smoking is also prohibited in taxis, trains, boats, and private minibuses used during day tours and travel to/from airports and train stations. Many hotels have smoking rooms, private balconies, and public outdoor terraces available for smoking. The Client is responsible for complying with all applicable smoking laws.

## **7. Travel Documents & Immunization.**

If the Client is a United States citizen, the Client will be required to present a valid passport upon entry to, and departure from, Italy. If the Client is not a United States citizen, the Client will be required to comply with the laws and rules of all applicable government agencies. If the Client has questions about Non-Resident (US) cards or any other questions related to travel documents, such questions should be directed to Keyrow Tours at least two months before the tour. As of the date of this Agreement, no vaccinations are required for travel to Italy.

## **8. BAGGAGE & INSURANCE.**

Airlines may charge extra fees for checked luggage exceeding size limits, presently 30" (the sum of the width, height, and depth measurements). Airlines may also apply additional charges for baggage over the weight limit, currently 50 lbs. per checked item for most U.S.-based carriers. The Client is solely responsible for complying with baggage restrictions and paying any fees imposed for noncompliance. Keyrow Tours encourages the Client to contact the airline regarding size and weight restrictions in advance of the tour. Keyrow Tours is not responsible for any damage to, or loss of, the Client's luggage.

## **9. TRAVEL INSURANCE.**

Keyrow Tours STRONGLY encourages the Client to carry Travel Insurance for the tour. Keyrow Tours recommends that the Client consider using AAA Travel (Bivian may be contacted at (607) 330-4477 or (607) 330-4438) for a complete and thorough comparison of coverage available. Keyrow Tours informs the Client that insurance carriers require travelers to purchase policies within 14 days of their initial trip deposit. The Client will be solely responsible for arranging travel insurance, and Keyrow Tours will not be liable for any damages or deficiencies in the Client's travel insurance coverage.

## **10. PRICES & PAYMENTS.**

The Client must make a non-refundable \$1000.00 deposit to Keyrow Tours in order to hold a space for a specific tour. FULL PAYMENT is required no later than 160 days prior to the departure date. If the Client joins a tour fewer than 160 days prior to the departure date, the Client must make the Full Payment (not just a \$1000.00 deposit) to hold a space. The amount of the Full Payment will be based on the expenses associated with the Client's unique tour. Keyrow Tours will disclose the amount of the Full Payment and the date such payment is due well in advance of the date such payment is due. All prices are subject to change due to any change in Keyrow Tours' costs, including, but not limited to, changes in the number of group members and currency fluctuations. Keyrow Tours will disclose any change in the amount of the Full Payment well in advance of the date such payment is due.

## **11. REFUND POLICY.**

(a) Cancellation by Keyrow Tours – Except as otherwise provided herein, in the event that Keyrow Tours must cancel a tour, Keyrow Tours will give the Client a full refund of all ground cost payments, except the costs of any

nonrefundable hotel, air or ground transportation arrangements already purchased by Keyrow Tours for the Client. Trip insurance is recommended.

Keyrow Tours reserves the right to substitute the trip's host (Paolo) with a suitable replacement in the rare case of emergency such as, but not limited to, medical illness or death (of Paolo). In such cases, with a suitable replacement, the trip will continue forward as planned. (N.B. To date, this has never happened).

(b) Cancellation Due to War or Natural Disaster – In the event that the tour must be cancelled due to war or natural disaster in Italy and/or its vicinity, Keyrow Tours will refund all payments the Client has made, except the costs of any nonrefundable hotel, air, or ground transportation tickets already purchased by Keyrow Tours for the Client. Trip insurance is recommended.

(c) Cancellation Due to Group Size – If a viable trip of 10-15 clients is confirmed, and then all but seven Clients (or fewer) cancel, the remaining Clients will be given a refund, except \$150.00, plus the costs of any nonrefundable hotel, air or ground transportation tickets already purchased by Keyrow Tours for the Client. Trip insurance is recommended.

(d) Cancellation by Client – If the Client cancels for any reason, including, but not limited to, the refusal or inability to pay the Full Price of the tour, after having placed a deposit and/or other payments with Keyrow Tours, the Client will incur cancellation charges as follows:

DAYS OF NOTIFICATION PRIOR TO DEPARTURE DATE	CANCELLATION CHARGE (PER PERSON)
160 or more days	\$1000 non-refundable deposit, plus the costs of any nonrefundable hotel, air or ground transportation tickets already purchased by Keyrow Tours for the Client.
159 – 60 days	75% of Client's share of total tour cost.
59 – 1 day	100% of Client's share of total tour cost.

**12. ARRIVING EARLY OR STAYING LATE.** The Client agrees to inform Keyrow Tours well in advance of the tour of his or her plans to arrive in Europe before the tour, and/or remain after the termination of the tour so that Keyrow Tours can make arrangements supporting the Client's early arrival and/or late departure. All costs associated with the additional arrangements, including but not limited to the costs of additional hotel stays, train tickets, and meals, will be the sole responsibility of the Client.

**13. CLIENTS NEEDING SPECIAL ASSISTANCE.** The Client agrees to notify Keyrow Tours well in advance of the tour of any physical challenges or other special needs that may require accommodation or support arrangements on the tour. Keyrow Tours will use its best efforts to make accommodations for Clients with special needs, but if such accommodations cannot reasonably be made, Keyrow Tours will refund the Client's deposit/payments according the Cancellation Policy mentioned above..

**14. MEDICATION AND MEDICAL NEEDS.** The Client is responsible for bringing and/or purchasing any needed medical supplies. The Client should bring supplies for a minimum of sixteen (16) days. Keyrow Tours is not responsible for the purchase of any Client medications.

**15. WAIVER.** If, due to weather, flight schedule changes / cancellations or other uncontrollable factors, the Client is required to spend any additional night(s) en route to, or from, the Client's gateway city, the Client will be responsible for his or her own hotel, transfers, meals, and other costs.

Keyrow Tours does not own or operate the entities that provide goods and services during the tour. This includes, but is not limited to, lodging facilities, airline, guide services (from third party organizations), train, or other transport companies. All such entities are independent organizations. Keyrow Tours is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

In addition and without limitation, Keyrow Tours is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services, whether resulting from, but not limited to, acts of God, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, third party (including Client) negligence, recklessness, or intentional misconduct, strikes or other labor activities, criminal or terrorist activities of any kind, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time.

**16. GUARANTEE.** Keyrow Tours' goal is to provide a unique, enjoyable, personal travel experience for each Client. However, if, after the Client has returned to the United States, the Client believes that he or she did not receive the service and support he or she expected from Keyrow Tours, Keyrow Tours, will refund an appropriately proportional percentage of the cost of the Client's tour. If the Parties cannot agree on appropriately proportional percentage, they shall submit their dispute to Arbitration as set forth below.

**17. ARBITRATION.** Any controversy or claim arising out of or relating in any way to this Agreement will be subject to Arbitration in the State of New York. A separate Arbitration Agreement will be executed by the Parties simultaneously with this Agreement.

**18. PARTIAL INVALIDITY.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

**19. MODIFICATION AND WAIVER.** The parties acknowledge that this Agreement shall not be subject to change or modification except by the execution of another instrument in writing, subscribed to by the parties hereto.

**20. NEW YORK LAW.** The parties agree that this Agreement shall be construed and applied according to the laws of the State of New York.

**21. ENTIRE AGREEMENT.** The foregoing contains the entire agreement between the parties, and there are no other understandings or agreements (other than the Arbitration Agreement) between them

Date: \_\_\_\_\_

**CLIENT:**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

**KEYROW TOURS:**

Signature \_\_\_\_\_

Printed Name: PAUL C. CARMAN

**ARBITRATION AGREEMENT**

All disputes, claims, and questions regarding the rights and obligations of Keyrow Tours and the Client, including those rights and obligations arising under the Tour Agreement, are subject to arbitration in the State of New York. In case of dispute, either party may make a demand for arbitration by filing such demand in writing with the other party. The demand will be made within 90 days after the dispute first arises. No one will act as an arbitrator who is in any way financially interested in the work or the business affairs of either party. The arbitrator will act in compliance with the rules of the American Arbitration Association, existent at the time of the arbitration. Should either the Client or Keyrow Tours refuse or neglect to appoint an arbitrator or to furnish the arbitrator with any necessary papers or information, the arbitrator is empowered by both parties to proceed ex parte. The decision of the arbitrator will be a condition precedent to any right of legal action that either party may have against the other. The arbitrator will fix his or her own compensation, unless otherwise agreed on or otherwise determined by the rules of the American Arbitration Association, and, except as otherwise provided, will assess the costs and charges of the arbitration on either or both parties, equally. The arbitrator is authorized to award to the party whose contention is upheld such sums as he or she deems proper for the time, expense, and trouble incident to the appeal, including the costs and charges of the arbitration. No tour will be interrupted or delayed during any arbitration proceeding except on written agreement signed by both parties.

**CLIENT:**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

**KEYROW TOURS:**

Signature \_\_\_\_\_

Printed Name: PAUL C. CARMAN