



Keyrow Tours



KEYROW TOURS CONCIERGE TOUR AGREEMENT

This AGREEMENT, made between Keyrow Tours and (the Client), on this date, sets forth the terms and conditions under which the Client retains, and Keyrow Tours provides, services related to unescorted travel plans.

1. GROUP SIZE AND COSTS. Keyrow Tours will accommodate groups of 25 Clients or fewer. All tour packages are priced based on personalized needs of client. Airline and train tickets are non-refundable. Once a preliminary itinerary has been drafted and agreed upon, a non-refundable deposit equivalent to 50% of total will be due.

2. ACCOMMODATIONS. (a) Hotels – If required, Keyrow Tours will select the hotel(s) for the tour unless specific preferences are provided by the client. Prior to the departure, Keyrow Tours will provide the Client with hotel information, including the name, location, and telephone number of all hotels. In advance of the tour, the Client will inform Keyrow Tours of preferences for bed configurations. The Client shall inform Keyrow Tours if the Client has any special needs, (b) Travel – If required, Keyrow Tours will select and make ground transportation arrangements for the Client. Requests for specific departure and arrival times by the Client, will be made known to Keyrow Tours within 5 months of the start date.

3. AIR CONDITIONING/HEATING. The air conditioning systems in Europe, 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 and we will do our best to provide for those needs. Heat, when needed (most often during our late fall and winter tours), is of course provided. 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 recommended 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 inside hotels, restaurants, the interiors of cafes, bars, and most public buildings. Smoking is also prohibited in taxis, trains, boats, private minibuses, minivans and cars used by Keyrow Tours. While hotel smoking rooms no longer exist, private room balconies, and public outdoor terraces are often available for smoking. The Client is responsible for complying with all applicable smoking laws.

7. TRAVEL DOCUMENTS AND IMMUNIZATION. If the Client is a United States citizen, the Client will be required to present a valid passport upon entry to, and departure





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from, the country(s) visited. 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 six months before the tour.

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 Uni-World travel 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.

For both Concierge Services and Trip Extensions, a modest non-refundable start up fee may be required that will be applied to the total cost of the service.

For Concierge Services: After the itinerary and price have been agreed upon, the Client must make a non-refundable deposit equivalent to 50% of the total package cost. Trip insurance is strongly recommended. Full payment is required no later than 5 months before departure.

For Trip Extensions: Extensions are defined as additional services occurring *up to 2 days before or 2 days after a fully escorted tour*. Payment will be made in conjunction with the tour's final payment.

Alterations to the agreed upon itinerary are subject to additional fees, charged at a per-change rate of \$150.

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 strongly recommended.* (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 strongly recommended.* (c) **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:



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CANCELLATION BY CLIENT

DAYS OF NOTIFICATION PRIOR TO DEPARTURE DATE, AND CANCELLATION FEE (PER PERSON):

160 or more days: \$2000 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.

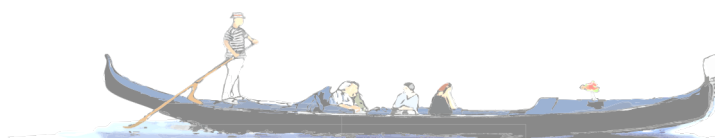
59 – 1 day: 100% of Client's share of total tour cost.

12. 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 to the Cancellation Policy mentioned above.

13. MEDICATION AND MEDICAL NEEDS. The Client is responsible for bringing and/or purchasing any needed medical supplies required for the length of their concierge trip, plus a week's worth for buffer. Keyrow Tours is not responsible for the purchase of any Client medications.

14. 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.

15. 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.





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16. 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.

17. 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.

18. 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.

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

20. 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: _____

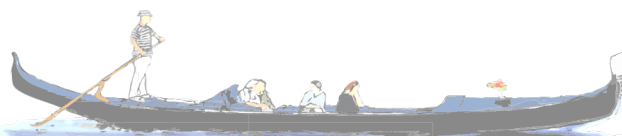
CLIENT:

Signature

Print Name

KEYROW TOURS: Paul C. Carman

Printed Name: PAUL C. CARMAN





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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.

Date: _____

CLIENT:

Signature

Print Name

KEYROW TOURS: Paul C. Carman

Printed Name: PAUL C. CARMAN

