

## TRAVEL ADVISOR AGREEMENT

### A Happy Place Travel LLC dba Beyond the Crowds

This Agreement is an addendum to the initial agreement for booking airfare.

#### **12. Airfare**

##### **12.1. General Conditions Governing Air Transport**

###### *a. Modification of Reservation*

Unless otherwise indicated at the time of booking, airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of Client's name, other travelers' names, travel date, travel times, travel routing, or travel departure/arrival times and airports is at the sole discretion of the airline carrier and, if permitted, will likely result in penalties and/or change fees. **CLIENT UNDERSTANDS AND AGREES THAT THEY ARE RESPONSIBLE FOR ANY AND ALL PENALTIES AND/OR CHANGE FEES, AND/OR FOR THE PRICE DIFFERENCE IN AIRFARE, IF APPLICABLE.**

###### *b. Unused Airline Tickets*

Company acts solely as an intermediary between Client and the airline. When Client is booked on an airline reservation, their authorized credit card on file with Company will be charged for the amount agreed upon. Credit will not be given by Company for any unused airline tickets, nor can they be used towards any future bookings. Client may seek credit for unused airline tickets directly with the airline carrier.

###### *c. Seat Reservations & Assignments*

All air travel quoted will be round-trip, unless otherwise requested by Client or determined by Company. Company is unable to specify the type of aircraft used by any airlines or the amenities available on a particular flight.

Unless otherwise requested, Client's quote for air travel includes seats in economy class to be booked by Company. Client is responsible for paying any additional fees associated with upgrading their seat selection beyond basic economy class. Particular seat assignments are subject to the airlines' policies, and Client may not be able to make seat assignments

until Client is at the airport on the date of departure. Client is responsible for paying any additional fees associated with seat assignments, if applicable. Client understands and agrees that all airline seat assignments, whether reserved or not, are subject to change by the airline at the time of departure.

*d. Client's Travel Numbers*

If applicable, Company agrees to add Client's (and other travelers traveling with Client, if applicable) frequent flyer number, Traveler's Identification Number, Known Traveler Number (KTN), Global Entry Number, or other relevant numbers to Client's airline reservation at the time of booking. Client understands and agrees that not all reservations are eligible for mileage accrual. Client further agrees that they are responsible to obtain their own Travelers Identification Number, KTN, or Global Entry Number if they wish to receive TSA pre-check status within the United States and expedited entry into the United States.

*e. Layovers*

Client understands and agrees that flights booked by Company may not be non-stop and may involve one (1) or more layovers (e.g. the airline makes a stop, but all portions of the flight keep the same flight number). Company is not responsible for any travel delays due to airline layovers. Company does NOT make any guarantees regarding the length of layovers, and Client is solely responsible for ensuring it has adequate time during its layovers for reasons including, but not limited to, accompanying children, going through customs, meals, and potential flight delays.

*f. Airline Delays and Cancellations.*

In the event that an airline cancels or delays a flight that has been booked for Client by Company, Client shall contact the airline directly to rebook a flight. Client shall confirm all bookings with the airline at least 72 hours prior to the stated date of departure. Client is responsible for arriving at the airport in a timely manner before a flight. Company recommends Client arrive at the airport at least two (2) hours prior to departure if traveling within the United States, and three (3) hours prior to departure if traveling internationally.

Company will not reimburse Client for unexpected additional travel costs or for missed flights. Company will not provide refunds for delays or cancellations that occur at the discretion of the airline, are due to weather changes, or other causes listed in Section 25 (Force Majeure) below.

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, CLIENT UNDERSTANDS AND AGREES THAT COMPANY IS NOT LIABLE FOR ANY DAMAGES ARISING FROM, OR RELATED TO, ANY AIRLINE TIMETABLE CHANGES, SEATING REASSIGNMENTS, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, LOST/DELAYED BAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING, ACTS OF GOD, TERRORISM, WARFARE, OR FAILURE TO CHECK-IN PROPERLY OR ON TIME.

## 12.2. Prohibited Practices

Client agrees that they will not deviate from the airline bookings arranged for them by Company by making any unscheduled stopovers. Client further agrees not to engage in the following prohibited practices:

1. “Hidden-City Ticketing,” “skiplagging,” or “Point Beyond Ticketing.” This prohibited practice occurs when a traveler books a flight with a layover at their actual destination, and then skips the final leg of the journey;
2. “Throwaway Ticketing.” This prohibited practice occurs when a traveler purchases round-trip tickets for the purpose of one-way travel only, thereby throwing away the final segment of the ticket; and
3. “Back-to-Back Ticketing.” This prohibited practice occurs when a traveler purchases two separate round-trip tickets and uses, for example, only the outbound flight of the first ticket and only the inbound flight of the second ticket for the purpose of circumventing applicable rules (such as advance purchase/minimum stay requirements).

Client agrees that, when a ticket is purchased and used in violation of these rules, Company and any applicable airline carrier(s) have the right, in their sole discretion, to take all actions permitted by law, including, but not limited to, the following:

1. Invalidate the ticket(s);
2. Cancel any remaining portion of the Itinerary;
3. Confiscate any unused Flight Coupons;
4. Refuse to board Client and to carry Client’s baggage;
5. Assess Client for the actual value of the ticket, which shall be the difference between the lowest fare applicable to the Itinerary and the fare actually paid;
6. Delete miles in Client’s frequent flyer account and/or terminate Client’s participation in the frequent flyer program;

7. Prohibit Client from boarding commercial aircraft for travel within, into, or out of the United States; and/or
8. Take legal action against Client.

#### 12.3. Loss of Tickets for Air & Other Modes of Transportation

Client agrees to safeguard their airline tickets or other transportation tickets and vouchers (including, but not limited to, boat, train, bus, helicopter, and any other mode of transportation) and to bear any and all costs related to loss or theft of such tickets.

If Client loses their airline ticket or if their ticket is stolen, Company advises that Client immediately report the airline ticket as lost or stolen to the police, TSA, and to the airline carrier.

#### 12.4. Luggage

Each airline has its own policy regarding luggage. Client understands and agrees that it is their responsibility to check with the airline at least 72 hours in advance of departure to determine whether there are any applicable weight restrictions and/or additional charges relating to checked baggage. Client shall be responsible for paying for any charges regarding checked or overweight baggage, including, but not limited to, golf bags, car seats, equipment, musical instruments, sporting equipment, and oversized luggage. Such charges shall be paid directly to the airline by Client.

Company is not responsible for any damage to, loss of, or theft of luggage by any airline or while Client was traveling any airline. The airline may be liable to Client, or owe compensation to Client, for loss, theft, or damage of Client's baggage. In the event of damage, late forwarding, theft, or loss of luggage, Client shall contact the airline directly and report the baggage issue. Client shall keep the following documents in case of luggage issues: travel ticket; baggage check-in slip; and photographs, if applicable. Company strongly recommends that Client obtain an insurance policy covering the value of Client's personal property items before departure.

#### 12.5. Hazardous Materials

1. Federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five (5) years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

2. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/traveler-information/prohibited-items>.

#### 12.6. Insecticide Notice

Company recommends that Client refers to the U.S. Department of Transportation ("DOT") list of airports in countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft. This list is on the DOT's website and is updated from time to time:

<http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.