



## **Your Agreement with Custom Travel Company LLC DBA Conlin Travel Leisure**

We look forward to the opportunity to act as your booking agent for your travel needs. These terms and conditions (the "Agreement") describe the relationship between Conlin Travel Leisure and you.

This Agreement is entered into between Custom Travel Company, LLC, doing business as Conlin Travel Leisure (herein referred to as "Conlin Travel Leisure", "we", "our", and/or "us") and Client (herein referred to as "you", "Client", and/or "they").

Before we make or finalize arrangements for your trip, we require that you click "I Agree" on our website. By clicking "I Agree", you expressly consent to the following terms and conditions in this Agreement:

1. Definition of Conlin Travel Leisure: The use of the term Conlin Travel Leisure, "we" and/or "us" in this entire Agreement means Custom Travel Company, LLC, doing business as Conlin Travel Leisure, and, each of its officers, directors, members, owners, employees, and independent contractors.
2. Definition of Client: The use of the term "Client", "you", and/or "they" in this entire Agreement means the individual or entity who agrees to be bound to the terms of this Agreement, by accepting the terms contained herein by clicking "I Agree" on Conlin Travel Leisure's website.
3. Travel Documents: You agree to review your itinerary and other travel documents for accuracy and to inform us promptly of any issues. The names on your documents must match your government-issued identification documents. You agree that Conlin Travel Leisure will not be liable for the loss, destruction, theft, etc. of any of your travel documents.
4. Suppliers: Conlin Travel Leisure does not provide the services supplied to you by any airline, hotel, car-rental company, tour operator, cruise line, other service provider named in your itinerary or confirmation, or any other third party ("Suppliers"). You agree that we are not responsible for the acts or omissions of the Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to

honor future trip credits. We have no special knowledge regarding the financial condition of the Suppliers and assume no liability for recommending a trip credit in lieu of a refund. Conlin Travel Leisure is not liable for the acts, errors, omissions, representations, warranties, breaches, or negligence of any Supplier(s) or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. You agree that Conlin Travel Leisure has no liability and will make no refund in the event of any delay, cancellation, overbooking, schedule change(s), change in services or conditions of Supplier's products, strike, force majeure event, pandemic, war, civil unrest, or other causes beyond its control, and has no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

5. Risks of Travel and Release: You agree that we are not responsible for, and will not be liable for, the acts or omissions on the part of any other party or any acts of God, unsafe conditions, terrorism, war, political unrest, invasion, health hazards (including, but not limited to, pandemics or disease outbreaks), illness, weather hazards, or the suitability for a disabled person of any portion of any trip. You agree that we have no special knowledge of, and will not be liable for, dangers during travel or at destinations. For information related to such dangers, we recommend going to the United States Department of State (hereinafter "State Department") website. For medical and health information, we recommend going to the Centers for Disease Control (hereinafter "CDC") website. You agree that we have no knowledge and will not be liable for the accuracy of statements issued by the State Department or CDC. You further agree that conditions in your destination(s) may change rapidly and acknowledge that you should stay informed of current events on a frequent basis by obtaining updated security and health information from, and registering with, the nearest U.S. Embassy or Consulate General (see Travel Warning for contacts), and from monitoring State Department, CDC and World Health Organization (hereinafter "WHO") websites. You also agree to enroll in the warden system with the U.S. Consulate(s) nearest your destination(s). If you are not a U.S. citizen, you will register with your home country's Embassy or Consulate and get updated information from the U.S. and your home country's Embassies or Consulates, and the State Department, CDC, and WHO websites.
6. Foreign Entry: You assume full and complete responsibility for verifying and complying with any and all passport, visa, health, vaccination, or other entry requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. You must have a valid passport for international travel. We recommend at least six months of validity on your passport from your return date to the U.S. If you need to apply for a passport, or need to renew your passport, we strongly advise that you do as promptly as possible. Passport cards, enhanced ID's and birth certificates are not acceptable for international air travel. Some countries will not admit persons convicted of a crime. Some countries require both parents' consent for minors to travel. You are responsible for reviewing any and all entry requirements of your destination(s), and ensuring you comply with the entry requirements. You agree that we will not be liable for any losses resulting from your

failure to abide by and comply with any entry requirements. You agree that Conlin Travel Leisure is not liable for any issues involving your passport, visas, or other identification documents while you are traveling (including loss, theft, or expiration of your passport, visa, or other identification documents).

7. Fees and Price Decreases: You agree to pay our fees, and that all of our fees are non-refundable. If a Supplier decreases the price of a trip after booking, you agree that we are not obligated to assist with rebooking. You agree that we do not guarantee any refunds or price adjustments from any Supplier.
8. Price Increases: You agree that travel arrangements are subject to Suppliers' supplemental price increases that may be imposed by the Supplier and/or government, even after you have completed your purchase. Additionally, should you change any component of your booking with a Supplier, assuming such a change is available, the price charged by the Supplier is subject to change. You hereby consent to any such price increases and authorize us to charge your credit or debit card for such price increases. Suppliers typically have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms.
9. Claims Deadline and Exclusive Jurisdiction: You agree to provide written notice of any claims against us within thirty (30) days after your trip ends and to file suit within one year of the incident giving rise to your claim, and you acknowledge that this expressly limits any applicable statute of limitations to one year. You agree that any litigation of any dispute or disagreement between you or us arising out of this Agreement and/or the relationship between you and us will be brought solely in the 44<sup>th</sup> District Court of Michigan, the Oakland County Circuit Court, or the United States District Court for the Eastern District of Michigan. You and we also unconditionally and irrevocably consent to the personal jurisdiction of such courts, and agree not to bring any claim in any other forum and not to plead or otherwise attempt to defeat the litigation of such a matter in such court whether by asserting that such court is an inconvenient forum, lacks jurisdiction (personal or other), or otherwise. You agree that in the event of any dispute arising out of this Agreement, if Conlin Travel Leisure is the prevailing party, Conlin Travel Leisure will be entitled to recover from you its costs and expenses, including attorneys' fees.

Additional terms and conditions to which you agree:

- A) You agree that by agreeing to this Agreement, you are binding all members of your travel party to this Agreement. You also agree to indemnify and hold harmless Conlin Travel Leisure from any and all claims for any damages, including but not limited to monetary losses, made against Conlin Travel Leisure by any member of your travel party.

- B) You have requested that Conlin Travel Leisure make one or more travel bookings on your behalf. Due to reasons outside of Conlin Travel Leisure's control, such as, but not limited to, the worldwide COVID-19 coronavirus pandemic, you acknowledge that your travel plans may be interrupted or cancelled by the Supplier that is providing them, a government entity or other third party over which Conlin Travel Leisure has no control. You further acknowledge that the Supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern your rights and remedies, including your right to receive a refund, in such an event. Moreover, you understand that should you elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. By proceeding with booking, you ("releasor") hereby agree to hold Conlin Travel Leisure and each of its officers, directors, owners, members, employees, and independent contractors ("releasees") harmless and release releasees from any and all liability for any damages, including but not limited to monetary losses, you may incur as a result of such interruption or cancellation of these travel plans.
- C) You acknowledge that all flight times, carriers, equipment, and itineraries are subject to change with or without notice. You acknowledge that it is your responsibility to contact airline(s) and reconfirm flight times twenty-four (24) hours prior to travel and again on the day of departure. In the event of a flight delay, missed connection, or cancellation, it may not be possible for the airline to provide meals and/or accommodations. You agree that Conlin Travel Leisure is not liable for lost wages, missed holiday time, or any other additional charges incurred by you as a result of changes in itineraries.
- D) You agree that Conlin Travel Leisure is not liable for any baggage fees or lost/damaged bags.
- E) If you chose to make your own air arrangements, and Conlin Travel Leisure agrees to provide your transfers from destination airport to hotel, you agree to advise us of the flight numbers, flight arrival and departure times, and dates of travel. You agree to promptly advise us of any changes to your itinerary. Transfers are only included where indicated. You agree to provide this information to us at least twenty-one (21) days prior to departure. Transfers cannot be guaranteed where this information is provided less than twenty-one (21) days prior to departure. You assume the costs and/or risks should utilize transfers not arranged by Conlin Travel Leisure. Additionally, our transfers only cover specific destination airports and Conlin Travel Leisure may be required to charge an additional fee if an alternate destination airport is selected. Failure to provide air information will result in a forfeiture of transfers and no refund will be given.
- F) You agree that Conlin Travel Leisure will not guarantee any requests or special arrangements, by way of non-exclusive examples, adjoining rooms, special bed configurations, special room configurations, or a nonsmoking room. Conlin Travel Leisure will not make any guarantee regarding room descriptions provided by vendors and is not liable for any misrepresentation of a specific room category.

- G) Handicap accessibility varies widely in international destinations; any Supplier that describes itself as handicap accessible may not be compliant with the Americans with Disabilities Act (“ADA”). You acknowledge that handicap accessibility is on a request-only basis, based on availability, and that Conlin Travel Leisure is not liable should your request for a handicap accessibility not be honored.
- H) You acknowledge that, generally, in order to rent a motorized travel instrument, you must have a valid driver’s license held for at least one year and be at least twenty-five (25) years of age. Some countries or rental companies have further restrictions. Charges not included at the time of rental motorized travel instrument booking include: Collision Damage Waiver, Personal Accident Insurance, Theft Protection Coverage, fuel, applicable taxes for optional services, local taxes, airport service charges, additional driver charges, and drop-off charges. Conlin Travel Leisure strongly recommends that all travelers ensure they have insurance coverage for their rental motorized travel instrument through their auto or other insurance policy(ies) or by purchasing an additional insurance policy through the rental motorized travel instrument company. You acknowledge that Conlin Travel Leisure is not liable for any claims you may have related to your rental of any motorized travel instrument.
- I) You agree that if there is a problem with any portion of your travel arrangements booked with Conlin Travel Leisure, due to Conlin Travel Leisure’s negligence, breach of contract, or any act or omission by Conlin Travel Leisure (collectively, “Conlin Acts”): (a) to the extent possible, you will contact Conlin Travel Leisure and allow it to remedy or redress the Conlin Acts; and (b) to the extent you are damaged from the same, you agree that all damages that you incur as a result thereof will be limited to the amounts paid by you for the portion of services impacted by the Conlin Acts.
- J) You agree that you have verified that their health insurance is appropriate for your travels. You agree that Conlin Travel Leisure is not liable for any issues that may arise with your healthcare while traveling.
- K) You agree to act in a reasonable manner and with reasonable behavior during the booking process, during the time between booking and departure, and while traveling, and acknowledge that Conlin Travel Leisure is not responsible for any consequences of your behavior. You agree to indemnify and hold Conlin Travel Leisure harmless from any and all losses, damages, injuries (to person or property), fees and expenses (including attorneys’ fees and expenses) incurred as a result of their actions or omissions while traveling. You acknowledge that Conlin Travel Leisure reserves the right to take necessary action should you violate this Agreement.
- L) You agree to release, waive, discharge, and covenant not to sue or attempt to hold Conlin Travel Leisure, including its officers, directors, members, owners, employees, and independent contractors liable for any and all liability, claims, demands, actions and

causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by you, or to any property belonging to you, while on travel. You voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death that may be sustained by you, or any loss or damage to property owned by you that may be sustained by you while on travel. You further agree to indemnify and save and hold harmless Conlin Travel Leisure from any loss, liability, damage or costs you may incur during your travels. It is your express intent that this release will bind the members of your family and spouse, if you are alive, and your heirs, assigns, estate, and personal representative, if you are deceased, and will be deemed as a Release, Waiver, Discharge and Covenant Not to Sue Conlin Travel Leisure.

- M) You agree that any payments by you to Conlin Travel Leisure are non-refundable. We will advise you of the date that full payment is required. Upon your provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding Suppliers.
- N) You agree that all reservation changes with Suppliers are subject to availability and the terms and conditions of the product purchased. Changes to name details are not allowed by many airlines and other Suppliers. While Conlin Travel Leisure will endeavor make such a change if necessary, please bear in mind that most airlines and Suppliers treat a name change as a cancellation, to which standard conditions and charges would apply. Flights must be taken in the sequence they appear on your ticket or eticket confirmation. If you miss one leg or section of your flight, all flights after may be canceled by the airline, pursuant to the applicable airline's terms and conditions. If you do not check in on time for a confirmed reservation, the airline may register you as a 'no-show', which could result in extra charges and/or your whole flight itinerary being cancelled and/or render your ticket void. Conlin Travel Leisure is not liable for any issues arising from any reservation changes, name changes, missed flights, or failures to timely check in with your airline.
- O) You agree that if you cancel your arrangements, you will be bound by the terms and conditions of your Supplier(s). In addition to the cancellation terms and conditions of your Supplier(s), our standard fees will apply as may be outlined on your receipt or booking confirmation. If you decide to cancel arrangements before the balance due date, any deposits paid are non-refundable. Refunds, if applicable, will only be paid to you once we have received the funds back from the Supplier(s). You agree that Conlin Travel Leisure is not responsible for a Supplier's failure to pay a refund or any act or omission of a Supplier in connection with your travel.
- P) Media Release: you grant permission to Conlin Travel Leisure and its agents, employees, and affiliated companies, the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of you, or members of your family, or travel party, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. You hereby release Conlin Travel Leisure, and its agents, employees, and affiliated companies, from all claims and liability relating to said images

or video. Furthermore, you grant permission to Conlin Travel Leisure, and its agents, employees, and affiliated companies, to use your statements that were given during an interview, with or without your name, for the purpose of advertising and publicity without restriction. You waive any right that you may have to any compensation.

- Q) Marketing Permission: You grant Conlin Travel Leisure and its agents, employees, and affiliated companies, the irrevocable and unrestricted right to opt you in for marketing emails and mailers. You reserve the right to opt out of marketing emails and mailers at any time, through written notice to Conlin Travel Leisure.
- R) Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five 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 include, but are not limited to: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radio-pharmaceuticals. There are special exceptions for small quantities of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information review the information found at TSA's prohibited items webpage. It is your responsibility to check and comply with all baggage requirements of any Supplier, and you agree Conlin Travel Leisure is not liable for any loss or issues related to your failure to check and comply with all baggage requirements of any Supplier.
- S) You agree that the information, software, products, and services provided by Conlin Travel Leisure or its Suppliers or published on Conlin Travel Leisure's website may include inaccuracies or errors, including pricing errors. In addition, prices included on Conlin Travel Leisure's website are subject to change and availability. Conlin Travel Leisure does not guarantee the accuracy of, and disclaims any and all liability for, any errors or other inaccuracies relating to such information that appears on Conlin Travel Leisure's website or any other form of communication or information from Conlin Travel Leisure. Conlin Travel Leisure expressly reserves the right to correct any pricing errors on its website and/or on pending reservations made under an incorrect price.
- T) You agree that any ratings for Suppliers are intended only as general guidelines, and Conlin Travel Leisure does not guarantee the accuracy of the ratings, or the availability of any specific products and/or services. The inclusion or offering of any products or services by Conlin Travel Leisure does not constitute our endorsement or recommendation of such product or service. All such information, software, products, and services are provided "as is" without warranty of any kind. Conlin Travel Leisure disclaims all warranties that our website, its servers or any email sent from Conlin Travel Leisure or our Suppliers are free of viruses or other harmful components. Conlin Travel Leisure hereby disclaims all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and noninfringement.

- U) You agree that in no event will Conlin Travel Leisure be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with its services, your travel or with the delay or inability to access, display or use Conlin Travel Leisure's website whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if Conlin Travel Leisure has been advised of the possibility of such damages.
- V) You agree that by booking your travel or any services with Conlin Travel Leisure, you are agreeing to be bound by all of the terms and conditions included in this Agreement, and any additional terms and conditions of any Supplier that are applicable to your booking or travel arrangements. You agree on behalf of yourself and those in your travel party that you will comply with all such terms and conditions, including the payment of all amounts when due. You agree that any violation of any such terms and conditions may result in, without notice: (a) the cancellation of your reservation or purchase, (b) the forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, (d) our right to debit your account for any costs Conlin Travel Leisure incurs as a result of such violation, and (e) any other rights provided by this Agreement or applicable law in favor of Conlin Travel Leisure.
- W) You represent and warrant that (a) you are of sufficient age to use our services and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those in your travel party, and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your travel party is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services by you and those using your name or account.

#### CREDIT CARD SERVICE AGREEMENT FORM

We strongly recommend that you use a credit card for your purchase, so that you may exercise your rights under the Fair Credit Billing Act if you do not receive the services you purchased. However, if we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Suppliers. If the Suppliers do not provide services, your only recourse is against the Suppliers, and you agree not to initiate a chargeback against us. If the Supplier requires us to indemnify it against your chargebacks, you agree to indemnify us, including our costs of collection and attorneys' fees, and you hereby assign to us all proceeds from the exercise of your chargeback rights as security for this indemnification. You further agree and ratify that any use of your credit card by Conlin Travel Leisure for the services, subject to your exercise of rights of chargeback, were authorized by you and signed for by Conlin Travel Leisure on your behalf.



If paying with a credit card, you authorize Conlin Travel Leisure and/or the Supplier of travel services and/or arrangements to charge your credit card for travel services and/or arrangements for you and your party. You also authorize Conlin Travel Leisure to use your credit card to pay Suppliers for services related to your trip. You acknowledge and agree to pay for all travel services and/or arrangements, including, by way of non-exclusive examples, non-refundable design fees, ticketing fees, concierge services, deposits, payment in full for airline tickets, cruise, tour, ground, and changes. This authorization will remain in full force and effect until terminated by you in writing, such termination to be effective only with respect to fees and expenses you have not already agreed to pay, and effective only with respect to travel services arrangements occurring after the time that the written termination is delivered to Conlin Travel Leisure.

#### INSURANCE ADVISORY

For your protection, we strongly recommend that you purchase travel insurance. You acknowledge that you have been advised by Conlin Travel Leisure to purchase travel insurance and offered options for the same. If you chose to not purchase insurance, you are declining to follow Conlin Travel Leisure's advisory to purchase travel insurance, and declining the coverage it may provide. Please note that some policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. No representation, warranty, or description about the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for, and we are not liable for, your election not to purchase travel insurance or for any denial of claim(s) by any travel insurer.

#### **I/We Acknowledge that I/We have been advised to purchase travel insurance.**

By clicking "I Agree" you represent that all parties on this booking agree to be bound by all provisions of the above Agreement, Credit Card Service Agreement Form, and Insurance Advisory.

I Agree to be bound by all provisions of the above Agreement, Credit Card Service Agreement Form, and Insurance Advisory.