

This agreement contains the terms and conditions by which Travel Impressions, Ltd., 465 Smith Street, Farmingdale, NY 11735 ("Operator"), in consideration for a participant's payment, agrees to provide these travel tours. All products and services depicted in this brochure are subject to change without notice. READ THIS AGREEMENT CAREFULLY BEFORE SENDING ANY MONEY.

**RESERVATIONS AND PAYMENT:** Operator of this program accepts payment by check or AMERICAN EXPRESS, VISA, MASTERCARD or DISCOVER. Make all checks payable to your travel agent, who must in turn make its check payable to Travel Impressions, Ltd. If payment is made by credit card, a signed, fully completed universal charge form ("UCC") for full payment must be received to secure reservations maintained at the travel agency. Travel Impressions reserves the right to receive a copy of the signed universal charge form if necessary. Any other person or entity (including a travel agent) who receives monies from participants does so strictly as an agent of participants. Tender of payment to Travel Impressions or travel agent constitutes acceptance of these terms and conditions.

The following payment schedule applies unless airline-ticketing restrictions require accelerated payment:

Days prior to departure	Amount due
46 or more days	Deposit of \$150 per person within 3 days of reservation plus full insurance payment (published air should be included in deposit when applicable); final payment due at 45 days prior to departure
45-32 days	Full payment in 3 days
31-15 days	Full payment in 1 day
14 days or less	Full Payment same day

Online reservations require payment in full at the time of booking. All reservations made 14 days or less prior to departure will be charged a \$25.00 Special Handling Fee to cover costs associated with expedited processing of the booking. All payments not timely received will be charged a \$10.00 Late Payment Fee. After deposit, all revisions are subject to a \$25.00 per booking fee. Once we have received a deposit on your reservation, we reserve the right to ticket in order to protect the fare and all penalties will apply.

Airfares quoted as published are not guaranteed until ticketed. Ticketing requirements vary depending on air carrier.

**RESPONSIBILITY AND LIABILITY:** Operator arranges all of the services and accommodations offered in connection with these trips. Operator does not own or operate, nor is it an agent for any of the suppliers which will provide goods and services for the trip or for any option which may be available in connection with the trip (including optional side trips, car rentals, etc.) and Operator has not priced the trip or options to allow Operator to guarantee against failure of any such suppliers. Accordingly, participant(s) agree to seek remedies directly with the supplier and not to hold Operator, its parent, subsidiaries, affiliates and representatives (collectively "Operator Parties") liable, in the absence of its or their negligence, for any loss, injury, delay, expense or damage which results directly or indirectly from any action or omission, whether negligent, criminal or otherwise, of any entity providing goods or services for the trip or any available option (e.g., the quality of services, cleanliness of a hotel, hotel overbooking, cancellation of services, cessation of operations, accidents, failure of equipment, changes in fares, itineraries or schedules or any flight delay). Participant(s) also agree not to hold the Operator Parties liable for circumstances beyond its or their control (e.g., acts of God, fires, earthquakes, floods, climatic aberrations, acts of governmental authorities, civil unrest, strikes, riots, theft, disease, accidents or failures related to the public internet, telecommunications lines or facilities, or third party technology sys-

tems, piracy and terrorism, or any other cause beyond the control of the Operator Parties.

Participant(s) acknowledge that the Operator Parties have not made any representations or promises with respect to the tour described herein except as expressly set forth in the Operator's literature, unless such agreement is in writing and signed by an officer of Operator. At any time, the Operator may decline, for any reason, any person as a participant on a trip (or option) whereupon the Operator's only obligation shall be to refund such person that portion of payment allocable to the unused services.

**CANCELLATION AND REFUND POLICY:** The right to a refund if a participant changes plans is limited. All requests for refunds after a trip must be submitted (with return receipt requested) in writing through the booking agent to the Operator within 14 days after completion of the trip. Operator will remit any refund to the participant(s) within 14 days after receipt of the cancellation request. Failure to submit your written request within 14 days could limit Operator's ability to resolve your request with the Supplier. If your notice is received, your liquidated damages (per person) will be: Once payment is received - \$50.00 per person plus any supplier fees. For holiday programs and certain travel periods - higher penalties apply.

During selected holidays, special event dates and peak travel periods, such as Christmas/New Year's, winter school break and Easter, your penalties may be higher and still subject to the supplier fees. All appropriate receipts and documentation must accompany the refund request. No refund will be made for features the participant opts not to use. "No show" penalties could be up to 100% of the airfare and 50% of the hotel/land.

The rights and remedies made available herein are in addition to any others available under applicable law. However, Operator offers refunds under this agreement with the express understanding that endorsement of a refund by participant(s) constitutes a waiver of any such additional rights and remedies.

**FORUM FOR DISPUTES:** Participant and Operator agree to resolve any dispute in a court of competent jurisdiction in New York State.

**DOCUMENTS:** Documents will be mailed once full payment is received. Document reissue fee is \$25.00 per booking.

**CHECK-IN PROCEDURE:** Failure to check in at least 2 hours prior to departure for domestic flights and 3 hours prior for international flights may result in denied boarding and no refund will be granted.

**INTERNATIONAL FLIGHTS ONLY:** The operation of these flights is subject to the foreign government involved granting landing rights for the flights. If the direct air carrier cannot obtain these rights, the flights will be cancelled and full refunds will be made to all participants.

**PACKAGE PRICE:** Includes only items specifically stated in Operator's current literature, the contents of which are specifically made a part hereof. Certain secondary features of a package (e.g., cocktail party, free sports, etc.) are based on supplier policy and may be changed, added or deleted after printing of literature. Operator has the right to substitute services or accommodations in similar categories for items listed in the literature. PLEASE NOTE: Operator reserves the right to re-invoice participant(s) in case of an error made in computing tour price, or a change in tax, hotel rate or service fee is imposed by the hotel or airline. Air-inclusive packages do not include per person government imposed taxes; PFC's of up to \$18 and September 11th Security Fees of up to \$10. Foreign government departure taxes, fees and tourist cards may be collected at the destination by the respective government authority.

**LUGGAGE:** The limit is two pieces of checked baggage and one carry-on piece per traveler. Each piece of checked baggage may not exceed a weight of 50 lbs. for domestic travel and 70 lbs. for international travel or 62" linear length+width+height. Luggage travels at the risk of the participant(s) and luggage insurance is strongly recommended. The direct air carrier's limitation on its liability for loss, delay or damage to participant's luggage is limited to \$2,500 per ticketed passenger for domestic travel, and approximately \$9.07 per pound for checked baggage up to \$640 and \$400 per

passenger for unchecked baggage for international travel. These limitations on liability are subject to change; please contact your direct air carrier.

**INSURANCE:** Trip cancellation, health, accident and luggage insurance is available and strongly recommended.

**PROOF OF CITIZENSHIP AND ENTRY REQUIREMENTS:** Participant(s) are responsible for determining and obtaining proper documentation including - any visas that may be required with the appropriate consulate. Failure to carry proper proof of citizenship may lead to denied entry to aircraft and/or foreign country. No refunds will be made. All participants are required to check with the appropriate consulate or embassy for the respective destination for entry requirements. Children traveling without parent(s) must have a notarized letter of consent from the parent(s) not traveling, or a death certificate. This requirement may vary by country. No refunds will be made if improper documentation results in denied boarding or entry. A valid passport may be required and should be valid for a minimum of 6 months after your return date when traveling outside the US. The name on your ticket must match the name on your identification.

**AIRCRAFT, FLIGHT CHANGES AND DELAYS:** Participant(s) are subject to the ticket terms and tariffs of the airlines which, when issued, shall be the sole contract between the airline and the participant.

**MAJOR CHANGES:** A "Major Change" is limited to: (i) a change in the departure or return date, except that flight delay is not a Major Change unless the Operator knows of it more than 2 days before the scheduled flight date or if the delay lasts more than 48 hours; (ii) a change in the origin or destination city, unless the change affects only the order in which cities are visited; (iii) any substitution of any hotel that is not named (as an option or otherwise) in Operator's literature; (iv) a price increase to the participant(s) which is more than 10 percent of the total price the participant(s) are paying for the trip. Should Operator know of a Major Change 10 or more days before scheduled departure, it will notify participant(s) within 7 days after first knowing of it, but in any event at least 10 days before scheduled departure. Should Operator learn of the Major Change less than 10 days before scheduled departure, it will notify participant(s) as soon as possible. For a full refund within 14 days, a participant may cancel in writing (return receipt) to Operator within 7 days after receiving notice of a Major Change, but in no event later than departure. If notice of a Major Change is received after trip departure, participant may decline to accept the change and be sent a refund of the portion of his payments allocable to the hotel accommodations or air transportation not provided within 14 days after scheduled return date.

**INTERMEDIARY DISCLOSURE:** Operator assists you in finding travel suppliers and making arrangements that meet your individual needs. Operator considers various factors in identifying travel suppliers to you and recommending specific itineraries. In this role, Operator is acting as an independent third party and not as a fiduciary. The Operator Parties want you to be aware that certain suppliers pay them commissions as well as incentives for reaching sales targets or other goals, and from time to time may also provide incentives to the Operator Parties' travel counselors. Certain suppliers may also provide compensation to the Operator Parties for various marketing and administrative services that they perform for them, such as granting suppliers access to the Operator Parties' marketing channels, participating in marketing programs and supporting technology initiatives. In addition, our parent company, American Express Travel Related Services Company, Inc. receives compensation from suppliers when customers use the American Express® Card or other American Express products to pay for supplier products and services. From time to time the Operator Parties may enter into other business relationships with suppliers and these arrangements, including levels and types of compensation and incentives the Operator Parties receive, are subject to change. In identifying suppliers and recommending itineraries, Operator may consider a number of factors, in-

cluding supplier availability and your preferences. The relationships the Operator Parties have with suppliers may also influence the suppliers Operator identifies and the itineraries Operator recommends.

**CANCEL FOR ANY REASON TRAVEL PROTECTION PLAN:** The cancellation protection is provided by Travel Impressions and must be purchased at the time of trip deposit. This cancellation policy only covers pre-paid arrangements made through Travel Impressions. The post-departure travel insurance benefits and services were arranged with National Union Fire Insurance Company of Pittsburgh, PA under Policy Number 3041-9500360. This is just a brief summary of benefits. Other limitations and exclusions apply. For full terms and conditions of coverage, ask your travel agent for the Description of coverage pamphlet. The policy is provided in addition to other applicable insurance or indemnity programs, where permitted by law and shall apply only after benefits have been paid. The policy provides limited benefits, health-insurance only. It does NOT provide basic hospital, basic medical or major medical insurances as defined by the New York State Insurance Department. If you have any questions concerning coverage, please call our Protection Plan Help Line at (800) 453- 4053.

Cancellation and change penalties apply to these arrangements. Details will be provided upon request.

**FOR CUSTOMERS PURCHASING TRAVEL IN THE STATE OF CALIFORNIA:** Our California State Seller of Travel Registration number is 2029006-20. Operator is not a participant in the California Travel Consumer Restitution Fund but is a member of the United States Tour Operators Association ("USTOA"). California law requires certain sellers of travel to have a trust account or bond. This business has an account with the USTOA in the amount of \$1,000,000.00 (US). Operator, as an Active Member of USTOA, is required to post \$1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of Operator's customers in the unlikely event of Operator's bankruptcy, insolvency or cessation of business. Further, you should understand that the \$1 Million posted by Operator may be sufficient to provide only a partial recovery of the advance payments received by Operator. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by e-mail to [information@ustoa.com](mailto:information@ustoa.com) or by visiting their website at [www.USTOA.com](http://www.USTOA.com).

**FOR CUSTOMERS PURCHASING TRAVEL IN THE STATE OF WASHINGTON:** Our Washington State Seller of Travel Registration Number is: UBI#602 425 801. If transportation or other services are canceled by the seller of travel, all sums paid to the seller of travel for services not performed in accordance with the contract between the seller of travel and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the

services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen days after cancellation by the seller of travel to the purchaser unless the purchaser requests the seller of travel to apply the money to another travel product and/or date.

**FOR CUSTOMERS PURCHASING TRAVEL IN THE STATE OF NEVADA:** Our Nevada State Seller of Travel Registration Number is: #2004-0029

**FOR CUSTOMERS PURCHASING TRAVEL IN THE STATE OF IOWA:** Our Iowa Seller of Travel Registration Number is: #758.

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## SOL MELIA HOTEL & RESORTS

### THE AMERICAS

#### Argentina

Meliá Buenos Aires  
Meliá Recoleta Boutique Hotel  
Tryp Buenos Aires

#### Brazil

Tryp Paulista  
Tryp Guarulhos  
Tryp Barra

#### Costa Rica

Paradisus Playa Conchal Resort

#### Dominican Republic

Paradisus Palma  
Real Resort  
Paradisus Punta Cana Resort  
Meliá Caribe Tropical  
Meliá Santo Domingo

#### Mexico

Paradisus Riviera Cancun  
Resort  
Gran Meliá Cancun  
ME Cancun  
ME Cabo  
Meliá Azul Ixtapa  
Meliá Cabo Real  
Meliá Puerto Vallarta  
Meliá Cozumel  
Meliá Mexico Reforma

#### Panama

Meliá Panama Canal

#### Puerto Rico

Gran Meliá Puerto Rico

#### Uruguay

Tryp Montevideo

### EUROPE

#### France

Meliá Royale Alma  
Boutique Hotel  
Meliá Vendome Boutique  
Tryp Blanche Fontaine  
Tryp Francois

#### Germany

Meliá Berlin  
Tryp Muenchen

#### Great Britain

Meliá White House

#### Spain

Gran Meliá Victoria  
Gran Meliá Fenix  
ME Madrid  
Meliá Barcelona  
Meliá Costa Del Sol  
Meliá Madrid Princesa

### Spain Continued

Meliá Barajas  
Meliá Castilla Hotel  
Meliá Granada Hotel  
Meliá Ingles  
Meliá Lebreros  
Meliá Marbella Dinamar  
Meliá Pala Atenea  
Meliá Sancti Petri  
Meliá Sevilla Hotel  
Tryp Ambassador  
Tryp Cibeles  
Tryp Apolo  
Tryp Macarena  
Tryp Albayzin  
Tryp Barcelona Aeropuerto  
Tryp Gallos  
Tryp Guadalmar  
Tryp Oceanic  
Tryp Palma

Your Travel Agent:

Travel  
Impressions

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