



## **PLAN TO TRAVEL CONTRACT**

The Art of Travel is known for its high level of customer service and travel planning. Effective and successful travel planning requires research, organization, and active fact-finding. In order that travel planning by The Art of Travel Online, Inc. dba The Art of Travel, can move forward, I \_\_\_\_\_ and \_\_\_\_\_ (Travelers) agree to establish a “Plan To Travel Deposit” (PTTD) of US\$500 for each person intending to travel on the planned trip to the following destination(s):

\_\_\_\_\_. Travelers understand that this deposit applies only to these destination(s) and travel must be completed by: \_\_\_\_\_. The deposit may be made either by check or credit card authorization. If made by check, these funds will be deposited into a trust account maintained for clients by The Art of Travel. If made by credit card, each traveler will authorize a charge of \$500.00 on a valid VISA, MASTERCARD, AMERICAN EXPRESS or DISCOVER CARD. This deposit will be returned to the person(s) who paid it or the authorization will be destroyed within two weeks of completion of the originally booked trip.

If Travelers do not utilize our services for the above destination(s), or cancel their trip for any reason before the scheduled departure date, this “Plan To Travel Deposit” immediately becomes nonrefundable. In that case, Travelers irrevocably agree that the money deposited for each traveler who fails to book or to depart on the trip may be paid from the trust account to the general account of The Art of Travel or charged to the designated card. If, after departure date, the trip is cancelled or interrupted, The Art of Travel, on behalf of the client, will endeavor to recover whatever monies can be reimbursed to client less cancellation fees, commissions, and taxes.

**\*\*Please Note: The PTTD is only covered by insurance if you purchase the insurance from a company other than the company providing your travel.\*\***

### **Performance of this contract between The Art of Travel and Travelers is governed by the following terms and conditions:**

1. Final payment for your travel arrangements is due approximately 60 days before departure. This varies due to time of year and type of travel. Clients will be notified at time of deposit for their trip and will be reminded two weeks before the final payment is due.

2. The Art of Travel personally vets ground operators with whom we work. These operators are unique in the industry for their quality of client management while our clients are in their area of control. Their accuracy of fair current pricing, access to accommodations for our clients and to be able to access accommodations that may be limited due to high season or last minute travel, offer the quality of travel that our clients wish and demand. We receive a quote from our ground operators based on the itinerary that we send to them which in turn is based on discussion(s) with our clients. The quote is a bundled package; and this information is proprietary. As a result, **The Art of Travel does not break down pricing.**

3. The Art of Travel receives client travel documents approximately two to three weeks before Departure, at which time they are reviewed for accuracy and any special arrangements will be confirmed. As a courtesy to our clients', aircraft and/or rail seating will be requested if possible. Requested seating is at the discretion of the airlines and cannot be guaranteed. Once all documents are confirmed to be in order, The Art of Travel will ship the documents to the client by courier with a "signature upon receipt". This is to ensure proper delivery.

**Please note that it is up to the client to confirm the delivery address for documents with The Art of Travel at the time of final payment.**

4. When the clients receive their documents, they should review them as **soon as possible** to ensure they understand the documents. If the clients have any questions or comments regarding the documents, they should contact The Art of Travel immediately

#### **Insurance:**

5. The Art of Travel will offer travel insurance information to all clients. The Art of Travel highly recommends the purchase of travel insurance. Travel plans can be interrupted by many causes – weather, illness, death, and other emergencies – but once the deposit and /or final payment has been paid, the cruise or travel companies impose cancellation penalties and service fees and, if an emergency happens while you are on your trip, extra and unexpected additional expenses will inevitably arise. Please review the insurance information given to you. If you decide to not have travel insurance, The Art of Travel will require a decline of travel insurance form to be signed and returned to us before travel documents can be sent.

#### **Additional Information and Charges:**

6. The Art of Travel is not liable for any travel arrangements made by the clients themselves. Any portion of the clients' travel arrangements that will be reserved personally by the client must be revealed to The Art of Travel prior to the signing of the contract or penalties will be charged by The Art of Travel and its suppliers, for those reservations made by the clients. Penalties vary with destination, length of stay, type of airfare and accommodation.

7. A US \$75 service charge for documents processing and handling will be added to each itinerary.

8. Notices to the traveler may be sent by the most expeditious means including, but not limited to, e-mail, fax, express carrier, or United States mail. Notices to The Art of Travel may be sent by the same means.

9. Any agreement between The Art of Travel and the client shall be construed by and governed under the laws of the State of California, and the parties irrevocably agree to submit to the jurisdiction and venue of the courts of the State of California, County of San Diego, Central Judicial District, to resolve any dispute arising under or relating to these terms and conditions.

10. In any litigation, arbitration, or other proceeding, except mediation, by which one party either seeks to enforce its rights under this agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under these terms and conditions, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11. This agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by both parties.

12. Nothing in this agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this agreement, nor shall any provision give any third persons any right of subrogation or action over any party to this agreement.

13. The waiver by The Art of Travel of any term or condition of this agreement is effective for that condition only and does not waive any other term and condition in the agreement.

14. If this contract is signed by a potential client and sent to The Art of Travel, it is not valid until the contract is also signed by an authorized person from The Art of Travel.

I have read and agree to The Art of Travel’s Terms and Conditions / Initials \_\_\_\_\_

Dated: \_\_\_\_\_  
Kleon A. Howe CEO/President

Dated: \_\_\_\_\_  
Signed Name of Traveler #1 Printed Name of Traveler #1

Dated: \_\_\_\_\_  
Signed Name of Traveler #2 Printed Name of Traveler #2

Two spaces provided for Travelers #1 and #2 if charging to separate cards.

Credit Card \_\_\_\_\_ Credit Card \_\_\_\_\_

Name on Card \_\_\_\_\_ Name on Card \_\_\_\_\_  
CC # \_\_\_\_\_ Expire \_\_\_\_\_ CC# \_\_\_\_\_ Expire \_\_\_\_\_

CID # \_\_\_\_\_ CID # \_\_\_\_\_

\*CID #s (Card member Identifiers) are 3 digits located on the **back** of:  
VISA, MASTERCARD and DISCOVER, 4 digits located on the **front** of: AMERICAN EXPRESS.

**The Art of Travel**  
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