



Sun Splash Tours, Inc Operator Tour Participant Agreement

Please read these Terms and Conditions carefully as they contain important information.

Tour Operator: Sun Splash Tours, Inc. (herein SST) 35 Journal Square Suite 610 Jersey City, NJ 07306 (212) 366-4922 is the tour operator for the trips described in this brochure/flier/website/confirmation/ invoice.

Package Price/ Inclusions: Please see brochure/flier/website/confirmation/invoice for all package inclusions. All package inclusions are subject to the terms and conditions contained herein. Unless specifically indicated otherwise in the brochure/flier/website/confirmation/invoice all hotel only packages and land only packages do not include air or ground transportation. All rates are subject to change without notice. Price surcharges may be made based on fuel price increase, available class of service on commercial scheduled airlines, changes in government taxes/fees and/or currency fluctuations. Such surcharges will be assessed no later than 10 days prior to departure and must be paid by all passengers, regardless of whether or not account has been paid in full. Reservations received after early incentive dates are subject to price increases described in brochure/flier/website/confirmation/invoice.

Reservations and Payments: Each person is required to make a non-refundable deposit as described in the brochure/flier/website/confirmation/invoice by the due date in order to secure a reservation. The balance of the monies owed will be due in our office by January 5, 2010. Failure to pay timely will place participant in default and cause loss of confirmed reservation as well as all special promotions attached to the reservation. The reservation can be rebooked based on current package pricing at the time of rebooking provided space is available. A reinstatement fee will be added. For reservations made after January 5, 2010 payment must be made in full in the form of guaranteed funds (money order, cashiers check, certified check or credit card).

Final Trip Documents: Final Trip Documents will not be sent until full payment and a signed Operator Tour Participant contract (available on our website) have been received in our office from all passengers in the reservation. For itineraries that do not require paper airlines tickets, you must print your travel vouchers.

Departure Taxes/Fees: All U.S. and foreign departure taxes and fees are due with final payment. In the event that departure taxes cannot be pre-paid by tour operator, tour participant must pay taxes and will receive a refund following the tour. Tour participant is responsible for any changes in government taxes and fees.

Dishonored Checks: If a check is returned for any reason including, but not limited to insufficient funds or stop payment, all reservations covered by the check will be considered cancelled, and the participant will be responsible for a \$50 service charge. Any promotion/discount will become void due to dishonored checks. If the customer decides to rebook the trip he or she will not be entitled to the promotion/discount he or she previously received. Deliberately dishonoring a check may be illegal. SST reserves the right to pursue legal action in order to recoup payment.

Credit Card Payments: Only one tour package may be charged per card. Participants can pay by credit card via our secured website or by phone/fax and in doing so gives permission to SST to use the credit card for the costs agreed to and will be fully responsible for all charges thereof. SST reserves the right to obtain a signed credit card authorization form and identification. Customers paying by credit card agree to all terms/conditions contained herein and agree to waive all charge back rights. If presented with a charge back, SST reserves the right to pursue legal action against the cardholder.

Proof of Citizenship: U.S citizens must carry proper proof of citizenship. **All U.S citizens traveling to and from the Caribbean, Mexico, Europe and Canada are required to have a valid passport to enter or re-enter the United States.** Non-U.S citizens should contact their consulate for proper I.D. requirements. Passengers who are denied boarding or entry for improper documentation will receive no refund.

Minors traveling to Mexico must carry a notarized letter of consent signed by both parents and/or legal guardian. All airlines require that passengers provide their gender, date of birth, country of citizenship, form of I.D that will be used for travel and emergency contact information. This information must be provided to SST prior to your departure with your initial reservation or by accessing your account on our website.

Unknown & TBA passengers: If the customer puts down a deposit for someone other than himself or herself and does not specify a name(s), SST will refer to that individual as an unknown person or TBA (passenger to be announced). These unknown and TBA passengers are treated as real people and are subject to the terms and conditions stated herein. However, there is no charge to change the name from unknown or TBA to a real name up until the final payment date of January 5, 2010. If payment is made in full for a TBA participant prior to January 5, 2010 and a full legal name is not submitted by January 5, 2009 participant will incur a change fee once a full legal name is submitted. Some restrictions apply when airline tickets need to be purchased prior to January 5, 2010.

Hotel Security Deposits & Eviction: Some hotels may require a refundable damage deposit of up to \$100 per person due at check-in. The deposit will be returned upon checkout provided there was no charge/damage to your room. This is beyond the control of SST. The hotel has the right to evict any person disobeying its rules without a refund. SST has no control over evictions and is not responsible for missed nights or refunds. Individual hotels may increase or decrease the damage deposit at any time without notice. If damage done exceeds the damage deposit amount and the client checks out without settling the damage bill, the hotel or SST may pursue legal action against the clients. It is the participant's responsibility to collect damage deposit upon departure of hotel and SST cannot be held responsible for deposits not picked up or returned.

Lost or Delayed Baggage: SST assumes no liability for lost or delayed baggage and strongly recommends the purchase of the Comprehensive Travel Protection Plan.

Meal Plans: SST will not be responsible for lost coupons or lost meals due to flight delays or departure times. Coupons will be distributed at orientation. If participant does not attend orientation, SST will not be responsible to locate participant and/or to reimburse participant for lost meals. Coupons are non-refundable and have no cash value. Meal plan option may not be available on certain dates. Call or see web site for details. Certain types of meal plans may require taxes and tips to be paid to establishments. Meal menus, schedules and participating restaurants are subject to change. SST does not own or operate any restaurant, nightclub or hotel, which participates in meal plans and is not responsible for any negligent or willful act, or omission or failure to honor such agreements by such provider.

Party Packages: SST will not be responsible for lost coupons or lost parties due to flight delays or departure times. Coupons will be distributed at orientation. If participant does not attend orientation, SST will not be responsible to locate and/or to reimburse participant for lost parties. Coupons are non-refundable and have no cash value. Party plan option may not be available on certain dates. Call or see web site for details. Schedules and participating clubs are subject to change. SST does not own or operate any nightclub or other entertainment facilities and is not responsible for any negligent or willful act or omission or failure to honor such agreements by such provider. SST is not responsible for the consumption of alcohol or the consumption of controlled or uncontrolled substances. SST will not refund any unused service provided in this itinerary.

Unused Tour Services: Tour Participant(s) will receive no refund for any unused accommodations, flights, or other package features if they leave the tour, regardless of reason. SST strongly recommends the purchase of the Comprehensive Travel Protection Plan, which provides compensation for trip interruption due to certain medical emergencies.

Customer Service: Our in office staff and on-site representatives are in place to assist our customers. SST, however, is not responsible for reimbursement for any toll or long distance phone calls or other out of pocket expenses incurred as a result of any off-site or on-site problem.

Unresolved customer complaints must be directed to our customer service department within 60 days after the completion of the trip. Unless a claim is made in writing within 60 days of the completion of the trip, SST can, under no circumstances be liable therefore.

Comprehensive Travel Protection Plan: SST recommends that participants protect themselves with the optional Comprehensive Travel Protection Plan. All travel protection claims are subject to deductibles and fees. A description of the Comprehensive Travel Protection Plan can be obtained by visiting our website at www.sunsplashtours.com or by writing us.

Cancellation, Refunds and Changes: Cancellation, Refund and Change requests must be made in writing. No refunds will be issued from telephonic requests. Passengers may cancel only by written notice sent via certified mail, email or by facsimile transmission, which will be effective when received by SST. Cancelled reservations may be reinstated subject to availability and reinstatement fees. All deposits are non-refundable but can be assumed by a replacement participant. A transfer of funds will allow the original passenger to be refunded the amount he or she paid less applicable fees. The new participant will not be entitled to any special offers and promotions attached to this package. Cancellations are subject to the following schedule: 1. **Cancellations received prior to December 15, 2009 a full refund less \$100 non-refundable deposit per person. Exception: Unless a special premium flight was booked that required a higher deposit amount, in which case the higher deposit amount will be forfeited. Any refund due back for credit card payments will incur a 5% transaction fee.** 2. **For cancellations received on or after December 15, 2009 there will be no refund. Any refund due will be made prior to May 1, 2010.** No unused portion of your charter or scheduled air ticket is refundable after departure. Plane tickets are non-transferable to any other person. No refund will be made for any unused land arrangements. If your roommate(s) or any "TBA" cancels, you and your remaining roommate(s) must pay applicable occupancy surcharges prior to departure. Any change made to an existing reservation will incur a \$30 change fee plus any other airline imposed fees. Any refunds will be made in the original form of payment received by SST..

Major Change: If we make a "major change" prior to departure, you have the right to cancel and receive a full refund. In accordance with 14 C.F.R. Part 380 of the Federal Regulations, the applicable major changes are as follows: (1) a change in departure or return date, unless the change results from a flight delay experienced by the carrier. However, if a delay is more than 48 hours, it will be considered a major change. (2) a change in origin or destination city for any flight leg other than a change in the order in which cities are visited, excluding co-terminal cities. (3) a price increase of more than 10% occurring 10 or more days prior to departure. If a major change must be made in the program, we will notify you within 7 days after first learning of the change, but in any event at least 10 days prior to departure. If, less than 10 days before scheduled departure, we become aware of a major change, we will notify you as soon as possible. Upon receiving notification of a major change, our participant(s) may cancel in writing within 7 days, but in no event later than the date of departure, and receive a full refund within 14 days of SST receiving notice of your cancellation. If a major change occurs after departure, which you are unwilling to accept, we will refund, within 14 days after your scheduled return date, that portion of your payment that applies to the services not accepted. If we must cancel the charter, we will notify you in writing within 7 days of the cancellation, but in no event later than 10 days before the scheduled departure date. We have no right to cancel the charter less than 10 days before departure, except for circumstances that make it physically impossible to perform the charter trip. If that occurs, we will notify you as soon as possible, but not later than the scheduled departure date. If the charter is cancelled, we will make a full refund to you within 14 days after cancellation. Subject to 14 C.F.R. Part 380 and this contract, the rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that the receipt of that refund by a passenger waives the additional remedies.

Flight Schedules: Flight schedules are considered tentative and subject to change without notice per operator's option plan. Flight schedules are not guaranteed and may affect actual length of time in vacation destination. Schedule changes can occur without notice even after tickets have been issued. The tour participant must and is responsible for reconfirming both outbound and return flights.

Flight Delays: Flight delays are unfortunate, but they are a risk in all air travel and are beyond the control and responsibility of SST. Missed nights' accommodations, missed time in vacation destination, missed connections to/from charter flights, missed wages, missed package features, and additional expenses (including, without limitation, long distance phone calls) incurred due to flight delays are beyond SST's

control and responsibility. SST will not refund any unused portion of the itinerary due to flight delays. In addition to SST's comprehensive travel protection plan, SST's customer service policy provides that any passenger who experiences a delay of more than 12 hours will receive from \$25 - \$100 (depending on length and severity of delay) per person credit good towards future travel on any SST tour package. This credit is non-transferable and is valid for one year from date of issue. Compensation schedule does not apply to weather, ATC or foreign air traffic, or security related delays.

Airlines: Scheduled air service provided by Aero Mexico, Air Jamaica, American Airlines, Air Tran, BWIA, Continental, Delta, Mexicana, Northwest, Jet Blue, SouthWest, Spirit, United and USAir. Public chartered air service provided by American Airlines, Continental, Air Tran, Delta, Champion, Falcon, Miami Air, North American, Omni Air, Pace Airlines, Ryan International Airlines, Sun Country, Sky Service, USA3000 and World Air. Public charters are operated by SST, Apple Vacations, Funjet, Holiday Express, Sunquest, SC, SCC, STS, TNT, Trans Global, Vacation Express. SST and airline reserves the right to substitute any duly licensed air carrier and/or to change aircraft type. SST does not guarantee single plan or nonstop service.

Airlines Baggage: Please note that many airlines have recently imposed checked baggage fees ranging from \$0 - \$50 per bag per flight segment. While some air carriers do not charge for checked bags, an additional baggage charge may apply. Customers will be responsible to pay the airline directly if there is a charge.

Operators Option Plan: For our 7 night packages including airfare your tour trip date is set to coincide with your school's Spring Break dates. Due to demand in scheduling, SST reserves the right to use Friday, Saturday or Sunday for departures and return. For our 4, 5, and 6 night packages, departure will be on the day chosen at the time of booking. The following are considered "co-terminal airports; New York (Newark/LaGuardia/JFK), Baltimore/Washington (BWI/ Reagan National/ Dulles), Chicago (O'Hare/Midway), Syracuse/Rochester (SYR/ROC), Cincinnati/Dayton (CVG/DAY), Orlando (Sanford/McCoy) and can be substituted for one another. Your final trip dates and airport will be assigned at least 10 days prior to departure.

Alcohol/Controlled Substances: The legal drinking age in Mexico, Jamaica, Barbados and the Bahamas is 18. In Florida and Texas the legal drinking age is 21. SST does not condone the use of alcohol by those under the legal drinking age and in no way condones or encourages intoxication. SST has relationships in all destinations with subcontractors who sell optional packages to our travelers. Some of these packages may make alcoholic beverages available. If you choose to drink, we urge you to do so responsibly and remember that the excessive use of alcohol can result in injury, death and severely impaired judgment. Controlled substances are illegal. SST in no way can be held responsible for misuse of a controlled substance.

Disclaimer: It is a violation of federal law to attempt, agree, or actually import controlled substances, including marijuana, into the United States, which can be punishable by a maximum sentence of life imprisonment and a mandatory minimum sentence of ten years. See Title 21, United States Code, Sections 841(B)(1)(a) & 846. It is also a violation of the law of the Netherlands for an individual either to purchase marijuana in excess of five grams or from an unlicensed vendor. Possession of more than five but less than thirty grams of marijuana is a misdemeanor. Sun Splash Tours does not tolerate violations of any laws by its patrons, and will report inappropriate conduct to the relevant authorities and immediately terminate the customer's travel package.

Responsibility: By sending my payments to SST, I agree to all terms and conditions and to the complete operator tour participant agreement outlined herein with no exceptions. SST does not own or operate any entity which is to or does provide goods or services for my trip including, for example, air carriers, hotels, local ground operators, boat, train or bus companies, restaurants, nightclubs, sightseeing establishments, etc. SST, in the absence of its own negligence, is not responsible for any negligent or willful act or failure to act of any such provider or of any other third party. SST shall not be responsible for any accident, injury, damage, death, loss, expense, inconvenience, or delay due to any negligent or willful act or inaction of any such person or entity including, but not limited to, mechanical breakdown and failures of airplanes, trains, vessels, taxis or any other transportation mechanism, government actions, weather, acts of God, criminal activity of any kind, terrorism or act(s) of terrorism, adequacy of medical care, attacks by animals, sanitary conditions, quality of food, strikes, any problems what so ever

arising from participants' consumption of alcoholic beverages, any hotel related problems or circumstances beyond its control. In addition, SST is not responsible for the failure to obtain required documentation, including passports, visas and health certificates, overbooking by the hotel or hotel imposed energy surcharges; the failure to follow instructions, including, but not limited to, check-in and check-out times and baggage handling and missed connections for any reason whatsoever. In the event of a hotel overbooking or other situation necessitating an accommodation change, SST will provide equivalent or upgraded accommodations or refund the difference in net hotel price only. SST will not refund any voluntary unused portion of this itinerary.

Email Address Policy: By entering your email address on our website, until further notification, you agree to receive future email solicitation from SST and its affiliates.

Photographs: I consent to SST taking and/or utilizing photographs of me for promotional purposes.

Arbitration: I agree that any dispute concerning, relating, or referring to this contract, the brochure/flier/website/confirmation/ invoice or any other literature concerning my trip, or the trip itself shall be resolved by binding arbitration by the American Arbitration Association in Jersey City, New Jersey under its then existent rules. In any such arbitration, the substantive law of New Jersey will apply.

I have read all of these terms and conditions including the Operator's Option Plan contract. I fully understand and agree to all the terms of this contract. I agree I am at least 18 years of age at the time of accepting these terms and conditions. If tour participant is under the age of 18 years at the time of signing this contract, their parents or guardian must print a copy of this Operator Tour Participant Agreement and sign on his/her behalf. The Operator Tour Participant Agreement must be mailed in to the SST office.

I accept these terms and conditions in their entirety.

Name _____ **Date of Birth** _____

Customer # _____

Signature _____ **Date** _____

The above signed must be at least 18 years of age at time of signing.

** If tour participant is under the age of 18 years at the time of signing this contract, their parents or guardian must sign on his/her behalf in space indicated below. I approve of my minor child/dependent going on this trip and I agree to all the terms and conditions as stated in this document.

**** Parent/Guardian Name** _____

**** Parent/GuardianSignature** _____ **Date** _____