

# VanArnam Vineyards Terms and Conditions

## Guest Agreement

These Travel Terms and Conditions and Guest Agreement (“Agreement”) apply to and control any travel services offered by or through VanArnam Vineyards. “You” and “your” mean each program participant.

Please read this Agreement carefully. By performing one or more of (i) reserving any program with VanArnam Vineyards, (ii) by submitting any payment to VanArnam Vineyards, and/or (iii) by participating in any VanArnam Vineyards program you acknowledge that you have read and understood the terms of this Agreement, and you accept and agree to be bound by the terms of this Agreement. In addition, by performing any of items (i) & (ii) above for or on behalf of one or more traveling companions (each, a “Companion”), you represent and warrant to VanArnam Vineyards that you are an authorized representative of each Companion, and you agree that the terms of this Agreement are binding on each Companion.

**Reservation and Payments.** To secure your reservation, \$1000, per person, per program Deposit is required for each program and is detailed on your Reservation Form and other program documents. Full Final Payment for the program, is non-refundable and due no later than 80 days prior to the scheduled program departure date. If the reservation is made fewer than 80 days prior to departure, the entire cost of the program, extension(s), and any additional optional(s), is due and non-refundable at the time of reservation. Deposits and Final Payments can be made by check, money order, ACH, wire transfer of same-day U.S. funds, or major credit card. If Final Payment is not received by VanArnam Vineyards at least 90 days prior to the scheduled program departure date, (a) the reservation is subject to a late payment fee equal to 2% (or the maximum legal rate, if less) of the total invoice amount (exclusive of taxes and other governmental charges), per

week until paid in full, and (b) VanArnam Vineyards may, at any time and with or without notice, cancel your reservation in its sole and absolute discretion. All payments we receive from you are herein defined as "Payments".

**Cancellations and Refunds.** All cancellations must be submitted to VanArnam Vineyards in writing and will be subject to a refund as follows: (a) if the cancellation notice is received by VanArnam Vineyards 81 or more days prior to the scheduled departure date, if we are able to fill your spot, VanArnam Vineyards will refund your full deposit; (b) if the cancellation notice is received by VanArnam Vineyards between 80 days and 45 days prior to the trip, you will be refunded \$2000 of your full program fee; (C) if the cancellation notice is received less than 44 or fewer days prior to the scheduled departure date, the Cancellation Fee will be the full program price the deposit will not be refunded . Refunds, if any, of any Payments in excess of the aggregate Cancellation Fee shall be processed within 30 calendar days of our receipt of your written notice.

**Canceled Programs.** All programs are subject to cancellation by VanArnam Vineyards in its sole reasonable discretion prior to the scheduled departure date. In the event VanArnam Vineyards cancels your program prior to its scheduled departure date, your remedy shall be as follows: (a) where cancellation is due to a Force Majeure Event (as defined below), VanArnam Vineyards will at its sole discretion, either refund a sum equal to Payments received by VanArnam Vineyards as of the date of cancellation, less any Payments advanced to suppliers that VanArnam Vineyards thereafter cannot successfully recover from such suppliers and any actual and reasonable expenses incurred by VanArnam Vineyards to recover such amounts; and (b) where VanArnam Vineyards cancels a program for reasons other than a Force Majeure Event and at its own discretion, VanArnam Vineyards will refund all Payments received by VanArnam Vineyards as of the date of cancellation. The Payment refund set forth in the immediately preceding sentence is your sole and exclusive remedy in the event your program is canceled by VanArnam Vineyards. Except for your right to the Payment refund as herein provided, you hereby release and forever discharge VanArnam

Vineyards from, any expense or cost incurred by you arising or resulting from a canceled program, including without limitation, the cost of non-refundable airfare, other transportation, lodging, and meal expense, change fees, visa fees, medical expenses, equipment and clothing purchases, insurance premiums and deductibles, lost wages or income, and the cost of any additional or alternative arrangements you elect or are required to make or incur as a result of a canceled program.

**Force Majeure.** In addition and without limitation, VanArnam Vineyards shall not be liable for any injury, loss, death, inconvenience, cost, delay, or damage to person or property in connection with or resulting from acts of God, illness, disease, acts of war, riot, civil unrest, insurrection or revolt, flood, cyclone, hurricane, fire, earthquake or other natural occurrences, weather event or disaster, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning or other adverse health condition, mechanical or other failures of aircraft, vessels or other means of transportation, termination or cancellation of services by suppliers for any reason, for the failure of timely arrival or departure, or for any other reason beyond VanArnam Vineyards's reasonable control (each, a "Force Majeure Event").

**Rates.** Program rates are based on minimum participation levels, current fares (air, water, land), vendor expenses, tariffs, and currency values. While VanArnam Vineyards does everything possible to maintain the listed program rates, they are subject to change effective immediately upon posting unless otherwise specified by VanArnam Vineyards.

**Itineraries.** Accommodations and arranged excursions are subject to change or substitution at any time due to unforeseen circumstances or circumstances

beyond VanArnam Vineyards's control. Every reasonable effort will be made to operate programs as planned, but adjustments, substitutions, and changes may occur after the final itinerary has been issued. VanArnam Vineyards may, in its sole discretion, withdraw a program or any part of it, make such alterations or substitutions to the itinerary or program inclusions as it deems necessary or desirable, and pass on to program participants any expenditures, additional costs, or other adjustments caused by any such modifications, or by delays or events beyond its reasonable control. In addition, VanArnam Vineyards may, in its sole discretion, withdraw or modify a program if required by the tour operator or other vendor with whom VanArnam Vineyards has contracted or by applicable governmental authority.

**Not Included.** Unless otherwise specifically noted in the itinerary, program prices do not include the following expenses, which if applicable are your sole responsibility to pay and satisfy: trip cancellation insurance and passenger travel protection plan; domestic, international, and internal airfares; transfers and luggage handling fees except in connection with scheduled group flights; costs associated with obtaining passports or entry visas; airport departure taxes; airline ticketing fees; airport transfers when arriving/departing on other than scheduled group dates; excess baggage charges; any new value-added taxes or GST taxes added to program costs by applicable governmental authority; gratuities to drivers, guides, or ship's crew not specified; meals and beverages other than those specified as being included in the itinerary; sightseeing not included in the itinerary; personal expenses such as laundry, communication charges and optional activities (which are subject to availability); and ship, air, or transportation fuel surcharges, if applicable.

**Fitness to Travel.** VanArnam Vineyards programs include physically active elements. To enjoy the program as intended, a minimum level of fitness is required. Accordingly, you must be in good physical and mental condition to participate. You represent and warrant to VanArnam Vineyards that you have no physical, mental, or other condition, impairment, or disability that may or will cause

or create a risk of injury or other hazards to yourself or others in respect to any aspect of the program you have selected. VanArnam Vineyards may, in its sole discretion, limit, restrict, or prohibit from participation in any aspect of any program any individual that it considers in its sole discretion to be impaired or unsuitable due to fitness level. In addition, VanArnam Vineyards may, in its sole discretion and at the participant's sole expense, remove from the program, or restrict the program-related activities of, any individual whose physical or mental condition may, or is likely to cause a hazard to himself/herself or others, or otherwise impair the enjoyment of other program participants. Any physical condition requiring special attention, diet, or treatment must be reported in writing to VanArnam Vineyards at the time a program reservation is made. Should you have any questions or need any clarification about a specific program, please ask for details at the time you make your reservation. You acknowledge and agree that nothing in this agreement creates any obligation or duty on the part of VanArnam Vineyards to monitor, to make any decision or determination, or to take any action in respect to any program participant on account of such individual's mental or physical condition, health or otherwise.

**Health and Safety.** The health and safety of guests is a priority but there are many inherent risks in travel, which can lead to illness, injury, or even death. These risks are increased by the fact that some of our programs take place in remote locations, foreign countries, and far from medical facilities. You acknowledge and agree to assume all such risks associated with participating in any VanArnam Vineyards program. VanArnam Vineyards also endeavors to reduce the spread of illness during its programs including, but not limited to the novel coronavirus, Covid-19, (herein 'COVID-19'). However, VanArnam Vineyards cannot guarantee that you, your Companion(s), or other guests will not become infected with COVID-19 or other illnesses. In fact, traveling on a VanArnam Vineyards trip and to various destinations could increase your risk of contracting COVID-19 or other illnesses. You acknowledge the contagious nature of COVID-19 and other communicable diseases, and voluntarily assume the risk that you may be exposed to or infected by participating in an VanArnam Vineyards trip and that such infection(s) may result in personal injury, illness, permanent disability, or even death. You understand that the risk of becoming infected by COVID-19 or other illnesses on an VanArnam Vineyards trip may result from the actions, omissions, or negligence of yourself and others, including, but not limited

to VanArnam Vineyards employees, suppliers (and their employees), and other guests. You understand that complete knowledge of the risk factors of contracting COVID-19 and other illnesses is not complete and that unknown or unanticipated risks may result in injury, illness, death, or any other loss. You agree that having considered these risks, you still desire to participate in the program and freely and voluntarily assume complete personal responsibility for the risk of exposure, illness, and death due to COVID-19 or other illnesses, even if such injuries or death occur in a manner that is not foreseeable at the time of reservation, and whether a COVID-19 infection or other illness occurs before, during, or after participation in any VanArnam Vineyards program.

**Guest Code of Conduct.** Guest safety and security are an important part of all our programs. We ask that guests abide by basic conduct policies including but not limited to: refraining from verbal abuse or offensive language directed toward anyone including other guests, VanArnam Vineyards representatives, and local vendors; refrain from inappropriate or abusive behavior including uninvited physical contact, solicitation, harassment, vandalism, theft, violence, possessions of illegal substances/items or any other illegal or offensive conduct. Failure to act in accordance with this policy may, at VanArnam Vineyards's sole discretion, result in intervention by VanArnam Vineyards personnel or law enforcement, reporting of incidents to government or law enforcement authorities for follow-up legal action, and removal of guest(s) at their own expense from the trip.

**Travel Advisories and Warnings.** It is the sole responsibility of each guest to stay informed about the most current international travel advisories and warnings by visiting the U. S. State Department's travel website at <https://www.travel.state.gov> or by contacting the U.S. State Department directly. In the event of an active State Department Travel Warning ("Warning") against travel to a program's specific destination location(s) and you elect to travel to the location(s) notwithstanding such Warning, you hereby agree, individually and on behalf of your marital community, heirs, estates, personal representatives, executors and assigns, to assume, and to defend, indemnify and hold VanArnam

Vineyards harmless from and against, all actual or potential personal injuries, death, property damage and other loss or casualty arising from or related to events that are the same or similar to those specified in the Warning.

**Travel Insurance.** VanArnam Vineyards strongly recommends that you purchase travel and cancellation insurance to protect your interests in the event of unexpected or unforeseen circumstances, including without limitation, force majeure events, that may cause the cancellation of your trip. In addition, we recommend that you consider obtaining a policy(ies) that will cover some or all of your losses associated with damage or loss of luggage or personal effects. If you do not have, but are interested in, purchasing travel and cancellation insurance please contact your VanArnam Vineyards representative immediately at [Theresa.vanarnamvineyards@gmail.com](mailto:Theresa.vanarnamvineyards@gmail.com).

**Baggage.** Program rates include the price of two (2) pieces of carrier policy-compliant baggage per person during the program only unless specified otherwise in the itinerary. Please be advised that air carriers often impose restrictions or limitations on the number of pieces, size, and weight of luggage and may reject or impose additional fees on luggage exceeding such limitations or restrictions. All such fees are your sole cost and responsibility. In addition and regardless of location or transportation method, your baggage and personal effects are and shall at all times be at your sole responsibility and risk throughout the entire program. Please check with your international carrier for other baggage restrictions and limitations applicable to international flights.

**Travel Documents.** For U.S. citizens, valid passports are required for travel to foreign destinations and some countries require specific visas prior to entry. Please direct any questions in respect to visa requirements to VanArnam

Vineyards, which shall use commercially reasonable efforts to provide answers as a courtesy, provided that it shall remain your sole responsibility and obligation to obtain and verify that you have all required travel documents, including visas, for your nationality necessary and appropriate for the program location(s) and return, as well as a sufficient number of blank pages in your passport for visas and immigration stamps. VanArnam Vineyards is not responsible, and hereby expressly disclaims all liability, for any expenses or costs you may incur due to your prohibition or restriction from entering a country on the program itinerary or reentering the United States, or your home country, at the conclusion of the program.

**Photos and Videos.** VanArnam Vineyards and its representatives may, from time to time, make photographic or video recording(s) during a program, which may include images of you and/or your Dependent(s), if any. For and in consideration of the benefits you enjoy and receive in connection with the program, you, individually and on behalf of your Dependent(s), hereby agree and grant to VanArnam Vineyards a limited, non-exclusive, irrevocable, worldwide, perpetual, royalty-free right, license, and release, with the right to sublicense, to exhibit, publish, display, and promote the photographs, images, videos, visual depictions, and reproductions of you (together “Photos”) recorded in digital or other formats during the program for use by VanArnam Vineyards for the limited purpose of promoting and marketing the services of VanArnam Vineyards in such manner as VanArnam Vineyards may elect in its sole discretion. Without limiting the generality of the foregoing, the license granted herein includes the right, without limitation, for VanArnam Vineyards to reproduce the Photos in digital or other forms, to edit and make derivative works from such materials, and to publicly display, publish and/or distribute such reproductions on VanArnam Vineyards’s proprietary website (“Website”) and in such other digital media and print materials as VanArnam Vineyards may elect.

**Data Rights and Permissions.** Data collected and/or derived by VanArnam Vineyards resulting from your use of the Website is the sole and exclusive



property of VanArnam Vineyards and may be used in any manner consistent with the Privacy Policy. By submitting to VanArnam Vineyards a digital or hard copy form that includes your personal contact information, including without limitation, your email address and telephone number(s), you give VanArnam Vineyards and any other entity identified on the form express written permission to use that information to contact you and as otherwise may be described on the form and/or in the Privacy Policy. Also, you agree any personal information you provide can be stored and used to provide the requested service.

**Arbitration.** Any controversy or claim arising out of or relating to any services or products offered or obtained through VanArnam Vineyards, including without limitation, any claim related to bodily injury, death or property damage, shall be adjudicated and conclusively settled and resolved by binding arbitration in Seattle, Washington before a single arbitrator reasonably knowledgeable in travel services matters selected by VanArnam Vineyards in its sole reasonable discretion in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

**Limitation of Liability.** NONE OF (A) VANARNAM VINEYARDS, OR (b) ANY OF THEIR RESPECTIVE EMPLOYEES, MEMBERS, MANAGERS, SHAREHOLDERS, OFFICERS, OR DIRECTORS (COLLECTIVELY, THE "VANARNAM VINEYARDS GROUP") OWN OR OPERATE ANY ENTITY THAT DOES OR WILL PROVIDE GOODS OR SERVICES FOR OR IN CONNECTION WITH YOUR PROGRAM. VANARNAM VINEYARDS PURCHASES, WITHOUT LIMITATION, TRANSPORTATION, HOTEL, AND OTHER LODGING ACCOMMODATIONS, FOOD, GROUND HANDLING, AND OTHER SERVICES (TOGETHER "VENDOR SERVICES") FROM VARIOUS THIRD-PARTY SUPPLIERS ("VENDORS"), ALL OF WHOM ARE INDEPENDENT CONTRACTORS AND OVER WHOM THE VANARNAM VINEYARDS GROUP HAS NO RIGHT OF CONTROL OR AUTHORITY. THE VENDOR SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY THE

VANARNAM VINEYARDS GROUP. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE VANARNAM VINEYARDS GROUP MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE VANARNAM VINEYARDS GROUP SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF ANY VENDOR OR OTHER THIRD PARTY, INCLUDING WITHOUT LIMITATION, ANY DAMAGE, DEATH, LOSS OR INJURY TO PERSON OR PROPERTY CAUSED, IN WHOLE OR IN PART, BY ANY VENDOR OR OTHER THIRD PARTY, NOR THE STANDARD OF CARE YOU RECEIVE IN CONNECTION WITH THE VENDOR SERVICES. IN NO EVENT SHALL THE VANARNAM VINEYARDS GROUP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF WAGES, SAVINGS, OR CONSORTIUM, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE VANARNAM VINEYARDS GROUP HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE VANARNAM VINEYARDS GROUP'S MAXIMUM AGGREGATE LIABILITY, WHETHER ARISING IN TORT, EQUITY, LAW, OR CONTRACT, SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY YOU TO VANARNAM VINEYARDS IN CONNECTION WITH THE PROGRAM AT ISSUE. The limitations set forth in this Section shall not apply where prohibited by law, but instead shall be interpreted to give effect and enforced to the maximum allowable extent.

**Other.** Dates, program details, and costs, although given in good faith and based on tariffs, exchange rates, and other information current at the time of printing, are subject to change at any time. While we do not anticipate material revisions of the itinerary or its included features, we do reserve the right to substitute accommodations or modes of transportation and to make any changes in the itinerary VanArnam Vineyards, in its sole discretion, deems necessary and in that case, any additional expense or cost will be paid by the individual guest. Your baggage and personal effects are your sole responsibility at all times.

VanArnam Vineyards may at any time and without notice modify these terms and conditions, and any modification so made will be effective for all reservations made from and after the posted Effective Date.

In the event any term in these terms and conditions is deemed unenforceable by a court of competent jurisdiction, the unenforceable clause shall be interpreted to give effect to the party's intentions to the greatest enforceable extent, and all other provisions hereof shall remain fully enforceable according to their terms.

**Acceptance of Contract.** ANY PAYMENT TO VANARNAM VINEYARDS, INCLUDING BUT NOT LIMITED TO DEPOSITS, CONSTITUTES YOUR ACKNOWLEDGEMENT OF AND AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND IN MORE SPECIFIC TOUR DOCUMENTS.