

## **TOUR CONDITIONS**

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**PLEASE READ THE FOLLOWING CAREFULLY. DO NOT MAKE ANY PAYMENTS UNTIL YOU HAVE READ THE FOLLOWING RESPONSIBILITIES AND CONDITIONS. RECEIPT OF ANY PAYMENT INDICATES YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS STATED BELOW.**

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### **RESPONSIBILITY & RELEASE**

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Soul West Fest, LLC (SWF) the tour operator, is hereinafter referred to as SWF within this document SWF hereby gives notice that SWF does not own or operate any motor coaches, aircraft, cruise lines, catering facilities, hotels or attractions and that all arrangements have been made with motor coach companies, hotels, and other independent suppliers to provide you with the services purchased in the tour upon the express condition that we shall not be liable for any injury, accident, loss, damage, delay, bankruptcy, or any irregularity which may occur either by reason of defect in any vehicle or through the acts of default of any person or company engaged in providing transportation or other services. SWF does not accept any liability for the actions or omissions of these Independent suppliers over whom SWF has no direct control.

In the absence of negligence on SWFs part, therefore EACH PARTICIPANT HEREBY RELEASES SWF for losses or damages arising from physical or emotional injury, property damages, or other economic damage caused by such factors beyond SWF's control. Because of unforeseen circumstances, SWF reserves the right to withdraw any tour or make any change, with or without notice, In the event of inclement weather, mechanical difficulties, or other events beyond the control of SWF that cause delays, It SHALL NOT BE the responsibility of SWF to pay for resulting costs and expenses to the group, including additional lodging and meals. Furthermore, It SHALL NOT BE the responsibility of SWF to reimburse the group for tour inclusions missed resulting from such delay. Optional activities are offered as advertised unless weather or other conditions make it Impossible for individuals to participate. Payment for optional activities must be made in cash at the location.

SWF assumes no risk, liability, or responsibility for incidents or accidents, which may occur to an individual while participating in any activity. Many activities are subject to a minimum participation as dictated by the operator and available transportation. Prices for all optional activities are subject to change with or without notice. Upon request, SWF will provide advertisement to the Group Organizer. The Group Organizer acts solely as a representative of the group and is NOT an employee, representative or agent of SWF. It is the responsibility of the Group Organizer to assure that each group member receives the proper "Statement of Responsibilities, Release, Terms and Conditions" and other policies as represented by SWF. THIS TOUR IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA. In the unlikely event a dispute cannot be amicably resolved and a court action is necessary, it is agreed that all disputes and demands shall be heard in arbitration and/or mediation in the Phoenix, AZ.

### **TOUR CONDITIONS**

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Prices quoted are based on groups consisting of a minimum of 56 passengers per motor coach and includes a pickup at your chosen location departing at 9AM. Groups of less than 56 passengers are always welcome (option not available on day trips), however, SWF reserves the right to adjust pick-up location, departure time and charter bus selection so as to accommodate passengers to fill the empty seats on the bus. SWF also reserves the right to cancel the tour for lack of sufficient participation. Change or delay in pickup time and/or pickup location is not grounds for cancellation. The published pickup location shall be accommodated for groups paid in full and consisting of a minimum of 15 passengers, Groups with less than 15 passengers may be required to meet at an alternate location and/or time. SWF takes photos of their guest throughout each trip/event. Guest agree that SWF can use any photos taken of them for the purpose of marketing and promotion of SWF tours, events and services.

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## **CANCELLATION & REFUND POLICY**

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If a reservation is canceled 21 days prior to departure, only the initial deposit is non-refundable. If a reservation is canceled for any reason within 21 days of departure, all payments in are non-refundable. All monies are non-transferable. Name changes and replacements are not accepted. Reservations cannot be confirmed or secured until final payments and rooming lists are submitted to SWF no later than 21 days prior to departure. Reservations not paid in full shall be placed on a “space available basis” and are subject to cancellation policy regardless of alternative tour options that may be offered. Trips canceled due to lack of payment are not entitled to any kind of refund.

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## **RESERVATIONS, DEPOSITS AND PAYMENTS**

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Deposits and final balances with rooming list must be received by SWF on or before the appropriate due dates. Reservations for time and space cannot be confirmed unless secured by the timely arrival of these required deposits, final payments and rooming lists. Arrangements shall be made for reservations paid in full, on time and upon the timely receipt of the final rooming lists to SWF.

Each tour participant gives the group leader or travel agent who is acting on his or her behalf, the right to make decisions regarding last minute changes in the tour without the necessity to contact each participant prior to departure. Final payments and rooming lists are due to SWF no later than 21 days prior to your group’s departure date. Reservations whose required deposits, final payments and rooming lists are not received by appropriate due dates will be confirmed in the order of receipt of payments or at the discretion of SWF. Reservations requested over the phone, in person, or as indicated on the rooming list, which are not paid in full shall be placed on a “space available basis” and may be subject to cancellation with the loss of deposits. Space available reservations are subject to cancellation with a loss of deposits, if arrangements cannot be made when final payment and rooming lists arrive. In this instance, the final payment, less the forfeited deposits, will be refunded, unless the group selects an alternate tour operated by SWF, which may or may not include the features offered in the original tour advertised on the flyer. In this case, the money in the group’s account will then be applied to the alternate tour. If the Group Leader selects an alternate tour, arrangements for the alternate tour are made with the complete understanding that SWF is under no obligation to add new features to those already included in the alternate tour. It is solely the responsibility of the group leader or travel agency to submit all payments and rooming lists to SWF so that they are received by SWF on or before their due date. Final payments made within 30 days of trip departure must be in the form of PAYPAL, major credit card, cash, Western Union Quick Collect, money order, wire transfer or bank transfer.

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## **NO REFUNDS FOR UNUSED SERVICES**

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Refunds or allowances will not be made for transportation services or other portions of the tour, which are unused on or, after the tour departure date. In the event of an Act of God or inclement weather, SWF reserves the right to reschedule the tour for another time. Refunds made by SWF are made on the specific condition that the acceptance of such refunds by the group leader or participant serves to release SWF from all claims by the group leader or tour participant.

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## **OPTIONAL ACTIVITIES, ENTERTAINMENT, AND ITINERARIES**

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It is intended that all optional activities, will be offered as listed in the flyer advertising the tour unless weather or other conditions prevail at that time that make it hazardous or impossible for individuals to participate in the activity. SWF does not act as an agent or operate any optional activity. The decision to participate in an optional activity is solely between the tour participant and the operator of the optional activity. SWF assumes no risk, liability, or responsibility for incidents or accidents, which may occur to an individual while participating in the activity. Some optional activities are subject to a minimum participation requirement and may not be available at all due to inclement weather or other Acts of God. SWF will provide no reimbursement due to “no show” entertainers or change in Itineraries. The destination

hotels, transportation companies, in addition to all other providers of services, reserve the right to remove a person engaged in illegal or disorderly conduct from the tour without refund.

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## **EVENTS AND CONCERT SERIES**

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SWF cannot guarantee the appearance of any performer due to Acts of God, missed flights or other situations that may interfere with the Artists performance. SWF are unable to guarantee specific seating locations and therefore cannot accept liability in respect of claims made by customers resulting from venue designation or allocation being perceived as below expectation. Travel agents have no authority to make representations as to the quality or location of seating without our express authority in writing. Prices are subject to change without notice. Information, cast and event dates are subject to change.

SWF is not responsible for any cancellation or rescheduling of events or for changes in the program or performers. In the case of rescheduling of the event, tickets will be transferred to the new date. No refund can be given if the date of the rescheduled event conflicts with other tickets that have already been purchased or can no longer be used due to your travel plans or other commitments. In the case of an event itself being cancelled or postponed you will be refunded the amount paid for event tickets in full, less any transaction, service and handling fees. If an event is cancelled or postponed after it has commenced, ticket holders will not have the right to exchange or receive a refund on tickets. Concert and event ticket prices include service fees, ticket agency booking fees, promoter's fees where applicable and GST. SWF reserves the right to charge an administration fee if a lost ticket voucher needs to be reissued. SWF is not responsible for issues arising at the performance relating to venue/performance or the behaviors of other patrons. Event and Concert Tickets will be issued prior to departure.

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## **INSURANCE**

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Passengers are strongly advised to protect themselves with insurance. Optional cancellation, accident, health, and baggage insurance are available to protect passengers against unforeseen circumstances. Upon request, SWF will provide further information and rates. Insurance must be purchased no later than 30 days prior to trip departure.

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## **LEGAL AGE FOR CONSUMPTION OF ALCOHOLIC BEVERAGES**

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There is no minimum age requirement to participate in most of these tours, however all tours offering an "Open Bar Weekend" have been designed for adults 21 years of age and older. Each tour participant must be of the minimum drinking age allowed by the State in which the destination is located to participate in the functions or tour inclusions which contain alcoholic beverages, **AND EACH TOUR PARTICIPANT MUST BE PREPARED TO SHOW 2 TYPES OF LEGAL IDENTIFICATION (ONE OF WHICH MUST INCLUDE A PHOTOGRAPH) TO GAIN ADMITTANCE INTO ANY FUNCTIONS OR EVENTS WHICH SERVE ALCOHOLIC BEVERAGES.** Each liquor licensee is under legal obligation to comply with all applicable laws. To that end, each liquor licensee is required by law to not serve alcoholic beverages to individuals who do not meet the standard of service even though they may have paid for the alcoholic beverage inclusion as part of their tour.

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## **ROOM ASSIGNMENTS**

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Room assignments are made by the hotel personnel. Per person prices are stipulated by the number of people in the room, not the number of beds. Double occupancy (2 people per room) does not mean that the room has two double beds. Triple and Quad rooms **WILL NOT** have more than two beds per room. Rollaway, beds are limited and will be provided on a first-come first served basis for an additional surcharge. Accommodation requests for single occupancy are taken on as available basis. **PLEASE NOTE:** per hotel, there is a mandatory room deposit of \$50-\$100 upon check-in for duration of the stay which will be refunded at the time of check out.