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Service and Sales Terms & Conditions

By registering and paying your deposit for a tour with **Italy Plus Tours, LLC** (“Italy Plus Tours”, “us”, or “we”), you are agreeing to our Service and Sales Terms & Conditions (“Service and Sales Terms” or “Terms”), so please read these Service and Sales Terms carefully before you complete your reservation request and make your deposit. These Service and Sales Terms incorporate by reference our Privacy Policy, which is located at www.italyplustours.com. Further, we may supplement these Service and Sales Terms by additional terms and conditions specific to your selected tour (“Supplemental Terms”). In the event of a conflict between these Service and Sales Terms and any Supplemental Terms, the Supplemental Terms will govern.

1. **Tours:** Upon viewing our website, located at www.italyplustours.com (the “Website”), you will have the opportunity to select which tour best fits your needs. Each tour description will give you a general vision of what your vacation will include and what will not be included. You can print out the preliminary itinerary, print and sign these Service and Sales Terms and either submit them online via the Website, via email (at italyplustours@outlook.com), or through the mail (to 3332 Bancroft Road, Fairlawn, OH 44333), confirm that your passport is current, make your deposit with a check by mail to the address provided above, and then count down the days to sheer bliss!

Please complete the following paragraph to indicate your selected tour:

I, _____ (print your name),
acknowledge and agree that I wish to participate in Italy Plus Tours’
_____ (name of tour) tour to its
destination(s) of _____ (name of location(s)) for
the following dates: _____ (dates of service) (your “Tour”).

2. **Custom Tours:** Family fun time, wedding honeymoons, reunions, trips with college friends, or business company award trips – we will customize a tour for *YOUR* needs. Contact us at 330-256-6371, or via email at italyplustours@outlook.com to begin planning your *custom tour*.

3. **Prices & Itineraries:** Due to circumstances beyond our control, prices and itineraries are subject to change upon very short notice or without notice for many

reasons, including without limitation changed currency exchange rates, changes in tariffs and taxes, hotel pricing changes, or other unpredictability. Italy Plus Tours reserves the right to increase tour prices to cover such increased costs or to reflect fluctuations in foreign exchange markets. Europe can be full of surprises, and we will strive to be flexible enough to conform to the changes resulting from whatever may come our way while still providing reassurances to you, the traveler, that we are meeting your needs for a functional, affordable, and memorable tour. *Nevertheless, please note – during travel time, portions of a tour itinerary that remain uncompleted due to circumstances beyond our control are not cause for refund.*

4. **Deadline Dates:** Each tour will have specific deadline dates listed on the Website by which the deposit and signed Service and Sales Terms are due, as needed to confirm your reservation with Italy Plus Tours and guarantee your place on your Tour. Your deposit and signed Terms must be received by the listed deposit deadline in order to reserve your place, and if they are not timely received, we cannot ensure your spot. Likewise, if your final payment is not received by the listed deadline, you will not be able to participate in your Tour, and in that case we also will not be able to refund your initial deposit.

5. **Deposits & Payment Options:** Lock in your selected tour package price with your submission of your deposit payment and signed Terms prior to the deadline listed on our Website. The deposit amount of 10% of the land cost is non-refundable (except for the REFUNDABLE exception below). Pay with check (payable to Italy Plus Tours, LLC) mailed to 3332 Bancroft Road, Fairlawn, OH 44333. As soon as we receive your deposit, along with your signed Terms, you will be locked in and guaranteed a reserved seat on your Tour, provided that your final payment is made prior to the final payment deadline that we provide. You will receive a *confirmation email* from us upon our receipt of your deposit and signed Terms, and this confirmation email will contain additional information. For our most current tour packages, dates, and prices, please visit our Website.

6. **Inadequate Funds/Returned Payment:** If a payment to Italy Plus Tours is returned unpaid for any reason, we will assess a \$35 returned-item fee per occurrence. The fee(s) will be added to your applicable balance, and must be paid in full prior to your Tour departure.

7. **Balance:** Once we have received your 10% deposit, your final payment is due in our office 60 days prior to the start of your Tour, in one payment.

8. **Cancellation & Refunds:** Your deposit is 100% refundable for 30 days from the date it is received. After 30 days, your deposit becomes nonrefundable, and will be forfeited should you decide to cancel your reservation. Deposits made 60–90 days before your Tour departs become nonrefundable on the final payment due date. If you book your Tour less than 60 days before its departure date, the entire Tour cost becomes non-refundable after 7 days. Cancellations must be in writing, and sent via email to italyplustours@outlook.com, or mailed to 3332 Bancroft Road, Fairlawn, OH 44333. Cancellations become effective on the date received by Italy Plus Tours.

NOTE: During travel time, portions of the tour itinerary that remain uncompleted due to circumstances beyond our control are not cause for refund. (see Paragraph 3 - Prices & Itineraries, above).

9. **What is Included in the Tour:** Each tour package includes the specific items listed on the Website for that tour, or as provided in other materials on a case-by-case basis prior to departure. Most of our tours include the following: A full day-by-day itinerary; an experienced and family-like tour guide (fluent in English or multilingual); ALL transportation from the airport, to each hotel, and city guided tours in between on a Luxury 50 Passenger Coach Tour Bus; ALL breakfasts, several lunches, and several dinners (each tour will be specific); admissions to exclusive sights seen as a group (each tour will be specific); 3 and 4 Star hotel accommodations; and restaurant tips, tour guide tips, and driver tips. Italy Plus Tours contracts with third party providers for many of the included services, and is not responsible for, and shall have no liability for, any acts or omissions of such third party providers.

10. **What is Not Included in the Tour:** Our tour packages do not include airfare, admission to some museums and sights, Tour Assistant Director tips, trip insurance, costs associated with obtaining passports or entry visas, airport departure taxes, excess baggage charges, sightseeing not included in the itinerary, or personal expenses such as laundry, communication charges, and optional activities.

11. **Airfare:** As mentioned above, each tour listed on our Website includes the LAND costs only, and does NOT include airfare. However, when you sign up to travel with us, we will provide to you options for discounted pricing on your airline ticket(s), with our personal Group Contract Agreement with the airline(s) for international travel.

12. **Individual Traveler:** If you wish to guarantee a private room, we offer a limited number of optional single supplements for an additional fee. Please note that

a single supplement guarantees a private room — not a larger or nicer room, as European single-bed rooms are generally the smallest and most basic rooms the hotel has to offer. Single supplements are refundable if cancelled at least 60 days prior to tour departure; fees for those cancelled later will be forfeited. Prices for single room accommodations are listed on the Website (each tour will be specific). Please contact us via email should you wish for adjusted room accommodations.

13. **Tour Cancellation:** If Italy Plus Tours cancels your Tour, the entire amount you have paid to us for the Tour will be refunded to you within 30 days of the date of cancellation, as required under Ohio State law. Once you have received your refund, Italy Plus Tours, and its officers, directors, owners, employees, affiliates, successors, and assigns, shall have no other obligations or liabilities to you with respect to the cancelled Tour, including without limitation for any additional costs or fees related to the issuance and/or cancellation of airline tickets or other travel reservations NOT made by Italy Plus Tours.

14. **Travel Insurance/ Emergency Medical:** Italy Plus Tours recommends that you educate yourself about travel insurance options. We will provide information for such agencies upon your request. Any questions about what travel insurance does or does not cover should be addressed directly to the third-party travel insurance company. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation. Italy Plus Tours further assumes no liability for loss or damage to baggage in transit to and from a tour or while on a tour. Purchasing travel insurance is a personal preference based on the needs of the individual tour guest. We recommend you consider purchasing a supplemental travel insurance package to cover such potential loss.

15. **Passports and Visas:** You are solely responsible for complying with passport and visa requirements. For U.S. travelers, international travel requires a passport valid six (6) months beyond your intended return travel date. In some cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. It is recommended that you check with the U.S. Department of State website for the latest passport and visa requirements.

16. **Travel Advisories and Warnings:** It is your responsibility to become informed about the most current travel advisories and warnings in the relevant countries by referring to the U.S. State Department's travel website.

17. **Inappropriate or Illegal Conduct:** Our goal is for everyone to have a good time. However, you are responsible for respecting the authority of and following the directions of your tour guide, as well as following laws of the country and locality you are touring. If you engage in conduct that is illegal or incompatible with the safety, comfort, or convenience of others, including without limitation behavior that is inappropriate or offensive, or that interferes with the delivery of tour services, or that may constitute a hazard or embarrassment, we may, in our sole discretion, exclude you from participating in all or part of your Tour, or we may expel you from your Tour. In such case, Italy Plus Tours shall have no liability, monetary or otherwise, to you. Should you decide for any reason not to participate in certain parts of your Tour or use certain goods or services included in your Tour, no refunds will be made for those unused parts, goods, or services.

18. **Expectations:** Our tour offerings include tours that keep you physically active, and even on less active tours, there may be times that you are responsible for your individual luggage or that you may encounter extreme weather conditions. You are responsible for familiarizing yourself with the level of activity that will be involved in your selected Tour. Further, you must disclose any existing physical or mental illness, disability, pregnancy, or any other condition which may create a health hazard for yourself or others during your Tour or for which you may require medical attention or special accommodation during your Tour. We will make reasonable efforts to accommodate your needs, but you must notify us at the time of booking in order to receive a determination of what assistance we can reasonably provide. We cannot accommodate you if you have special needs for ordinary daily activities, such as walking and dining. In no instance will we, or our third-party service providers, physically lift or assist you onto or off any vehicles. Tour members who require such assistance must be accompanied by an able-bodied companion who can be entirely responsible for providing such assistance. We reserve the right to decline acceptance of anyone we consider unsuitable due to fitness level. We also reserve the right to remove you from your Tour, at your own expense, if your condition is such that it could create a hazard to you or others, or otherwise impact the enjoyment of other tour members.

19. **Pack light:** We suggest that each tour member bring only one – but no more than two – appropriate airline regulation size checked bags, one carry-on size bag, plus a small day-pack or shoulder bag. Do not overpack, and do allow for space in your bags for items that you purchase on your Tour.

20. **Smoking policy:** No smoking or vaping is allowed on the bus, in the hotel, or where other tour members are present.

21. **Minor Children:** Please complete the following section:

I [check one] DO ___ / DO NOT ___ have minor children participating on my Tour with me. Names and ages of minor children participating on my Tour with me are as follows:

(1) _____; (2) _____; (3) _____.

You hereby represent and warrant that you are the parent or legal guardian of the foregoing minor children, and that your signature, below, shall indicate waiver and release of Italy Plus Tours, and its owners, officers, directors, employees, agents, affiliates, successors, and assigns, as set forth herein on your own behalf, as well as on behalf of the foregoing minor children.

22. **Limitation of Liability:** Italy Plus Tours acts as an independent contractor to supply or arrange for travel services or otherwise to procure services or goods from third parties such as airlines, hotels and other lodging providers, local hosts, guides, bus lines, car rental companies, driving services, restaurants, and providers of entertainment (“Suppliers”). Italy Plus Tours assumes no responsibility for, and shall not be liable for, any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may occur by reason of any act or omission of any of the Suppliers, or of any other third party, including without limitation other tour participants. In no event will Italy Plus Tours, or its owners, officers, directors, employees, agents, affiliates, successors, or assigns, be liable for any injury, loss, claim, damage, or any special, punitive, exemplary, direct, indirect, incidental, or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, that arise out of or are in any way connected with your Tour, or the services, or these Service and Sales Terms, even if advised of the possibility of such claims or damages. In any event, the aggregate liability to you of Italy Plus Tours, and its owners, officers, directors, employees, agents, affiliates, successors, or assigns, for any claims or damages arising out of or in any way relating to your Tour, or the services, or these Service and Sales Terms, may not and shall not exceed the amount that you have paid to Italy Plus Tours for your Tour with us.

23. **Assumption of Risk and Release:** Certain risks and dangers may arise on your Tour, including without limitation the following: injury, disease, illness, and accidents, including without limitation in places without access to medical facilities, transportation, or means of rapid evacuation and assistance; traveling in unsafe or

politically unstable areas or under unsafe conditions; criminal conduct by third parties; civil disturbances, war, extortion, kidnapping, or terrorist activities; local law enforcement activity; and all other types of physical harm or threats of physical harm to yourself and others, as well as damage to or theft of personal property. You understand, acknowledge, and agree that certain risks and dangers are inherent in travel, your Tour, and the other activities in which you will participate in during your Tour. Further, you understand, acknowledge, and agree that there may be a great variety of other risks not known or reasonably foreseeable. You hereby expressly assume all of these risks, and you hereby expressly agree to forever release, discharge, and hold Italy Plus Tours, and its officers, directors, employees, agents, affiliates, successors, and assigns harmless against any and all liability, actions, causes of actions, suits, claims, demands, and damages of any and every kind and nature whatsoever, known or unknown, which you now have or which may hereafter arise out of or in connection with your Tour, or any activities in which you participate during your Tour, or the services, including without limitation claims of negligence and including without limitation claims arising out of or related to acts or omissions of third parties, and you hereby fully accept and assume all responsibility and liability for the foregoing. You understand, acknowledge, and agree that Italy Plus Tours, and its owners, officers, directors, employees, agents, affiliates, successors, and assigns, are not responsible for and shall not be liable for any harm that occurs or might occur during your Tour or as a result of your Tour or related to your Tour, and you fully release and discharge Italy Plus Tours, and its owners, officers, directors, employees, agents, affiliates, successors, and assigns, from all liability in connection with your participation in your Tour.

24. **Changes to the Services:** Italy Plus Tours reserves the right in our sole discretion to review, improve, change, or discontinue, temporarily or permanently, any services, tours, or activities, without providing notice to you. Italy Plus Tours will not be liable to you or any third party for any such changes or discontinuances.

25. **Indemnification:** You agree to indemnify and hold harmless Italy Plus Tours, and its owners, officers, directors, employees, agents, affiliates, successors, and assigns, from and against any costs, damages, losses, and liabilities, including without limitation attorneys' fees, arising out of (a) your own acts or omissions, and (b) if you are signing on behalf of yourself and your minor children, your minor children's acts or omissions.

26. **Force Majeure:** We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our exclusive control, including

without limitation delays or cancellations that cause you to miss all or any portion of your Tour, acts of God, acts of government, war, terrorist acts, riots, disasters, weather extremes, or strikes. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. You understand, acknowledge, and agree that health care standards, facilities, and services abroad may be different or even inadequate for treating health conditions. For information concerning possible dangers at foreign destinations, we recommend contacting the Travel Warnings Section of the U.S. State Department. For medical information relative to foreign destinations, we recommend contacting the Centers for Disease Control.

27. **General:** Enforcement of these Service and Sales Terms is solely at Italy Plus Tours' discretion. Failure to enforce any part of these Service and Sales Terms in some instances does not constitute a waiver of our right to enforce the same or other part of these Service and Sales Terms in other instances.

If any provision of these Service and Sales Terms is or becomes unlawful, void, or otherwise unenforceable, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining provisions of these Service and Sales Terms will continue in full force and effect.

We reserve the right, without notice and in our sole discretion, to amend or change these Service and Sales Terms, or to terminate your right to access or use our services. We are not responsible for any loss or harm related to your inability to access or use our services.

You agree to present any claims against us within ninety (90) days after your Tour ends and to file any suit within one (1) year of the alleged incident, and you acknowledge that this expressly limits the applicable statute of limitations to one (1) year. In lieu of litigation and jury trials, each of which is expressly waived, any dispute concerning, relating, or referring to your Tour, our services, or these Service and Sales Terms or any Supplemental Terms shall be resolved exclusively by binding arbitration in Akron, Ohio, according to the then existing commercial rules of the American Arbitration Association. Such proceeding will be governed by the substantive law of the State of Ohio. The arbitrator(s), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the subject matter hereof.

You hereby consent to our use of pictures or video of you in our marketing materials without compensation.

Facsimile or scanned transmission of any signed document shall be deemed delivery of an original.

If there are any conflicts between these Service and Sales Terms and your Tour itinerary, these Service and Sales Terms shall apply. All applications for travel are subject to review and approval, and we reserve the right, in our sole discretion, to decline to do business with anyone on a nondiscriminatory basis.

By signing below, you indicate your agreement and assent to these Service and Sales Terms & Conditions, and your agreement to abide by them before, during, and after your travel with Italy Plus Tours, and submit this signed Service and Sales Terms & Conditions along with your initial deposit for your Tour. Each person age 18 or older must sign their own Service and Sales Terms & Conditions, and parents or guardians signing on behalf of minor children must so indicate hereupon.

Signature: _____

Printed Name: _____

Date: _____