

**These Terms and Conditions apply only to Traterra branded vacations. Any other travel products purchased by you through Traterra are subject to those suppliers' terms and conditions.**

## **YOUR VACATION CONTRACT**

Thank you for choosing a Traterra charter air (provided in conjunction with Funjet Vacations), value air, scheduled air or hotel only vacation. To ensure that you understand the conditions of your particular vacation, please read the following policies and procedures completely. A signed Operator/Participant Contract is required with payment for each charter air passenger. All policies and procedures are subject to change at any time in Traterra's sole discretion without notice.

### **I. BOOKING/PAYMENTS**

Full payment with credit/debit card is required to make a reservation if booking less than 46 days before departure; however, partial payments may be made if booking 46 or more days before departure. Separate payment policies apply to holiday or special event departures. Traterra reserves the right to reinvoice your reservation should an error be made in computing your vacation price. At the time of credit/debit card payment, Traterra may split the merchant of record payment between Traterra and the air carrier booked. The Traterra portion of the payment will be processed immediately. The airline will process payment at the time the air tickets are issued.

**Payment Options:** If you are booking your vacation more than 46 days before departure, you may elect to pay your balance in full at time of booking, or (if applicable) to make an initial deposit and pay the remaining balance no less than 45 days before departure. The initial deposit will be charged to your credit/debit card at time of booking. You may choose to have the remaining balance charged to your credit/debit card on the date you select, or to receive an e-mail reminder on a selected date (which may not be less than 45 days before departure), instructing you to log in and apply final payment. Your travel itinerary will be issued within 72 hours of receipt of final payment. Regular cancellation penalties stated herein apply to passengers electing to use this payment plan. This payment plan may not be available during holiday periods.

**Hotel/Feature Taxes and Service Fees:** Traterra markets hotels under a "prepaid/merchant" model, where Traterra collects the full amount from you in advance and manages the payments to the hotel/feature on your behalf. The booking is made by Traterra on the customer's behalf and includes two components to the reservation: amounts being paid by Traterra to the hotel/feature on customer's behalf as well as compensation for services retained by Traterra. In connection with facilitating your hotel/feature arrangement, the amount you are charged will include tax recovery charges and service fees. This amount includes an estimate to recover the amount Traterra pays to the hotel/feature related to your reservation for taxes owed by the hotel/feature including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax, good and services tax, and/or similar taxes. The amount paid to the hotel/feature in connection with your reservation for taxes may vary from the amount Traterra estimates and includes in the amount charged to you. The amount charged to you also includes an amount to compensate Traterra for services in connection with handling your reservation. Traterra is not the vendor collecting and remitting taxes to the applicable taxing authorities. Hotel/feature suppliers, as vendors, include applicable taxes in the amount billed to Traterra and Traterra pays over such amounts directly to the vendors. Some hotels may charge a "resort fee" and additional hotel fees upon check in that you are responsible for. Car rental companies require additional taxes and fees to be paid by you at their rental counter when renting a vehicle. Traterra is not a co-vendor associated with the vendor with whom Traterra books or reserves customer's travel arrangements. Taxability, the appropriate tax rate and the type of applicable taxes vary greatly by location. In the event your hotel is supplied by Travelscape LLC, the following [terms and conditions](#) apply.

**Vacation Protection Options:** Cancel for Any Reason Vacation Protection and Cancel for Covered Reasons Vacation Protection are two options that are available for purchase. Either option may be purchased at the time of booking and must be paid in full. Cancel for Any Reason Vacation Protection and Cancel for Covered Reasons Vacation Protection are both nonrefundable. You can view the full policy, including terms and conditions at: <http://www.traterra.com/content.aspx?id=125>.

**Any refunds for such covered cancellations will be given in the original form of payment less the price of the vacation protection you have purchased.** All cancellations must be confirmed by Traterra's reservations department prior to departure. Cancel for Any Reason Vacation Protection and Cancel for Covered Reasons Vacation Protection do not apply to "NO SHOW" situation where clients do not check-in or in denied boarding

situations. If the number of individuals occupying a room decreases, the remaining travelers will be responsible for additional costs incurred as a result of a change in the per person occupancy rate. Additional details and pricing are available upon request. Any balance due will be deducted from the refund of the canceling party unless the remaining customers provide additional payment.

BY ACCEPTING A REFUND UNDER THE TERMS OF THE CANCEL FOR ANY REASON VACATION PROTECTION, THE TRAVELER RELINQUISHES THE RIGHT TO THEIR SCHEDULED AIR\* TICKET, CHARTER AIR SEAT, VALUE AIR SEAT AND HOTEL/FEATURE/CAR PRODUCTS TO TRATERRA. ATTEMPTED EXCHANGE OF SUCH WITHOUT THE EXPRESS CONSENT OF TRATERRA WILL RESULT IN DENIAL OR REDUCED REFUND VALUE OR REBILLING OF THE SELLING PRICE IF PREVIOUSLY REFUNDED.

\*Scheduled Air includes all published air or bulk air classes of service not listed under charter and value air.

## **II. CANCELLATION/REFUNDS**

If your plans change, your right to a refund is limited. You must call in and request a refund form to be completed on your behalf, no later than 60 days after the date of cancellation or any payments and deposits shall be forfeited. To avoid cancellation penalties you should consider purchasing one of the optional vacation protection plans. Without vacation protection, if you must cancel your reservation, make any changes to departure date, or reduce the number in the party, you will be responsible for any applicable airline, hotel or other supplier charges in addition to nonrefundable deposits. Please note that there are no refunds for cancellations made 7 days or less prior to departure for air-inclusive vacations or less than 48 hours prior to departure for hotel only vacations. Most air carriers consider a name change to be a cancellation; to avoid penalties for name changes, full and complete legal names (as noted on government issued I.D.) are required at time of booking. Separate cancellation penalties may apply to holiday or special event departures. There may be nonrefundable optional features as part of your vacation such as lift tickets, theater shows or theme park admissions.

**Hotel Penalties:** Hotel cancellation penalties are established by the hotel.

**Airline Penalties:** Airline penalties are subject to change at any time. Penalties may apply upon receipt of payment.

**Published Air Penalties:** These fares have restrictions if revisions are needed and are nonrefundable if canceled.

**Charter and Value Air Penalties:** The following may be considered charter or value air: AeroMexico, Frontier Airlines, Iceland Air, JetBlue, Southwest Airlines, Sun Country Airlines, Sunwing and XTRA Airways in the designated classes of service of F, S, L, C, Z or Y. The per person penalty for charter and value flight cancellation made between 8 and 45 days prior to departure is \$250.

**Bulk Air Penalties:** Each scheduled airline has unique cancellation and revision penalties on bulk airfares ranging from \$50 per ticket to the ticket being non-refundable.

ALL PUBLISHED AIR TICKETS ARE 100% NONREFUNDABLE. HOWEVER, EXCHANGEABLE TICKETS MAY BE APPLIED TOWARDS THE AIR PORTION OF A FUTURE VACATION OR SCHEDULED AIR ONLY BOOKING, WITH THE SAME AIRLINE, SUBJECT TO THE APPLICABLE AIRLINE RETICKETING FEE, ANY INCREASE IN THE AIRFARE COST, AND APPLICABLE TRATERRA FEES. TICKET EXCHANGE IS ONLY AVAILABLE WITHIN ONE YEAR FROM THE DATE OF TICKETING, OR SOONER BASED ON THE AIRLINE IF THE AIR PORTION IS PAID IN FULL BY THE TIME OF CANCELLATION AND THE CANCEL FOR ANY REASON VACATION PROTECTION WAS NOT PURCHASED.

For charter passengers who wish to cancel within the penalty periods and can provide another paying passenger for the same vacation, you may be entitled to a full refund, less any applicable supplier and reticketing fees (such refund shall be made within 14 days of substitution). For bulk and published air passengers who wish to cancel within the penalty periods, substitutions are not allowed and are nonrefundable. Traterra and hotel suppliers must be informed of the names of replacement passengers prior to departure but reserves the right to deny any revision or replacement.

You must call Tratterra to submit your request for any refunds. No refunds will be made for missed or unused flights or most features. Refunds for unused **Walt Disney World® Resort Magic Your Way** Tickets, and/or, NASCAR race tickets and other similar tickets or passes will not be made. Your right to a refund of unused portions of your car rental is limited and based on individual car company policy. For customer service issues, please contact Tratterra at 800-222-2025.

### **III. VACATION REVISIONS**

Any changes (other than those subject to cancellation penalties listed above) shall be subject to applicable airline reticketing fees and hotel/feature/car penalties. If the number of individuals occupying a room decreases, therefore causing the reservation to be revised, the remaining travelers will be responsible for additional costs incurred as a result of a change in the per person occupancy rate.

### **IV. FLIGHT INFORMATION**

Read your travel documentation carefully for arrival and departure instructions, including terminal information, check-in locations and flight times. Flight times are tentative and subject to change. Some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at <http://ostpxweb.dot.gov/policy/safetyenergyenv/disinsection.htm>. Federal law prohibits the carriage of certain hazardous materials aboard aircrafts in your luggage or on your person and could result in a fine. Visit [www.tsa.gov](http://www.tsa.gov) and click on "prohibited items" for more information.

**Criminal Records:** Certain countries have laws and policies that permit immigration authorities to deny entry to foreigners who have been charged or convicted of a crime. If you have a criminal record, you should contact the United States Embassy and the embassy or consulate of the country you wish to visit to make certain you can travel as planned.

**Charter Air Carrier:** Depending on your vacation, charter air transportation will be provided by AeroMexico Airlines (737-700 or 737-800); Frontier Airlines (A319 or A320); Miami Air (737-800); Iceland Air (757-200); Southwest Airlines (737-300, or 737-700 or 737-800); Sunwing Airlines (737-800); XTRA Airways (737-400 or 737-800); Sun Country Airlines (737-800) or other designated carriers. The respective carrier reserves the right to substitute equivalent aircraft if necessary.

**International Charter Flights:** The operation of these flights is subject to the respective foreign government granting landing rights for the flight. If the air carrier cannot obtain these rights, the flight will be cancelled and a full refund will be made to you automatically.

### **IMPORTANT NOTICE REGARDING PASSPORT REQUIREMENTS FOR INTERNATIONAL TRAVEL**

All international travelers must present a government issued passport for U.S. Customs re-entry that is valid for at least six months from date of re-entry. For more information please visit the State Department's consular website [www.travel.state.gov](http://www.travel.state.gov) or the U.S. Department of Homeland Security's website [www.dhs.gov](http://www.dhs.gov). Please consult Tratterra or the destination consulate for further information. It is the traveler's responsibility to provide proper documentation. Married or divorced women traveling under names other than what is printed on their travel documents must supply a marriage license and/or divorce decree. Airlines may require documentation for children traveling without their legal guardian beyond what is mandated by the destination country. Please contact your airline directly for details. **Foreign travelers, visit your local consulate for travel requirements (VISA or other written verification).**

Any passengers who are denied boarding due to the lack of proper documentation will have their vacation cancelled and their right to a refund will be limited.

Additional Information for passengers traveling to Cuba -The Cuban Assets Control Regulations ("CACR") administered by the Office of Foreign Assets Control of the U.S. Department of Treasury ("OFAC") authorizes only

certain categories of travelers for travel to Cuba. When you book your vacation, you will be asked to certify the reason for your visit. See more details under the Cuba Travel Certification within the checkout process. In addition, you have an obligation to maintain required records regarding your travel for 5 years. All visitors are required to have health insurance that is accepted in Cuba. The cost of this coverage is included in your air ticket. All customers will need to obtain a Cuban tourist card (entry permit) or Cuban visa before travel. The cost of this documentation is not included in your price. Please see the U.S. Department of the Treasury's [OFAC FAQ](#) page for more information.

**Baggage Limitations and Claims:** Baggage limitations vary by carrier. Many airlines impose additional charges for checked luggage which is collected by the airline at check-in. Please contact the airline or refer to its website for current fees and policies. Claims on checked baggage will be limited to the carrier liability of approximately \$3,400 per person for domestic flights and \$9.07 per pound for international flights subject to the Warsaw Convention, and \$1,131 Special Drawing Rights per person for international flights subject to the Montreal Convention, unless you declare a higher value and pay any applicable charges. All claims for loss and damage to luggage must be handled by the air carrier at the airport, subject to any requirements and time limits set by U.S. law for domestic flights and the applicable Convention for international flights. The airlines do not accept responsibility for items such as soft-sided luggage, fragile or perishable items. Carry-on baggage may be limited, please check with the airline.

## **V. RESPONSIBILITIES**

**Your Responsibilities:** You must check in at least 2 1/2 hours prior to the scheduled departure and report to the gate at least 30 minutes before departure time. Failure to comply with these conditions may result in the loss of your seat. You must examine all information to ensure accuracy and call to verify flight times prior to departure. Your rights and remedies set forth herein are in addition to any other rights and remedies under applicable law, but if you accept a refund, you waive all other remedies. Due to the fact that Tratterra sells leisure vacations for travelers originating in the U.S., individuals attending a convention or those not originating from the U.S. may not use this product for their hotel stay. If this vacation is used for any reason other than leisure travel originating in the U.S., some hotels may directly assess an additional surcharge. Unless you file any claim you may have with Tratterra within 30 days after the termination of this vacation, all parties are released from further liability.

**Tratterra's Responsibilities:** **The operation of charters is being conducted by Funjet Vacations pursuant to Part 380 of the DOT's Charter Regulations. Tratterra is responsible to you for making all arrangements for transportation, accommodations and services offered, provided that in the absence of gross negligence on the part of Tratterra, Tratterra's responsibility does not extend to any liability for personal injury or property damage arising out of or caused by any negligent act or omission on the part of any air carrier, hotel or motel operator, ground transportation contractor, optional feature operator or any person rendering any services being offered.** Tratterra is not responsible for any changes made by air carriers which are beyond Tratterra's control. This includes, but is not limited to, routing changes, aircraft equipment changes, flight cancellations or any changes to flight schedule. Tratterra is not responsible for damage, delay or vacations affected by weather or other force majeure events beyond the control of Tratterra. In no event shall any party be liable for consequential damages. Tratterra reserves the right to substitute hotel/motel accommodations and to make alterations in the itinerary which do not constitute a major change, if necessary, due to circumstances beyond the control of Tratterra. Special requests such as room location, bedding, special meals or assistance will be communicated to the appropriate party, but cannot be guaranteed by Tratterra. Items not included in your vacation price include, but are not limited to, hotel specific service fees, resort fees, energy surcharges, currency surcharges, baggage handling, rollaway beds, cribs and other incidental fees such as minibar charges, parking and phone calls and are payable directly to the hotel. Specials may be withdrawn at any time. Rates are based on availability.

**Air Carriers' Responsibilities:** Air carriers operating scheduled, charter or value air shall not be liable for any loss, injury, accident, delay or irregularity which may occur by reason of defect or through the acts or omissions of any

person or company performing or rendering the services described on Tratterra's website, in vacation brochures and/or flyers. The services described on Tratterra's website and in vacation brochures/flyers other than air carriage furnished by those air carriers directly named are furnished by independent contractors who are not servants, joint ventures' or partners with the named air carriers.

**VI. VACATION EXCLUSIONS:** Additional foreign government departure taxes, fees and tourist cards may be due at the destination by the respective government authority and are not included in your price.

## **VII. CHARTER OPERATOR CANCELLATIONS/MAJOR CHANGES**

**Cancellations:** Charter tours will not be cancelled by Tratterra less than 10 days before the scheduled departure date except for circumstances that make it physically impossible to perform the charter trip. In the event of cancellation a refund will be made to you within 14 days.

**Major Changes:** A major change means any of the following: a change in the departure or return date which Tratterra knows more than 2 days before the scheduled flight date; any charter flight delay of more than 48 hours; a change in the origin or destination city; a substitution of any hotel that is not named in this contract; or a price increase occurring 10 or more days prior to departure and resulting in an aggregate price increase of more than 10%.

**Notice:** Notice of any cancellation or major change will be given to you within 7 days after Tratterra knows of such a change, but in any event, at least 10 days prior to departure. However, if Tratterra first knows of a major change or if the charter is cancelled for circumstances which make it physically impossible to perform the charter trip within 10 days of departure, you will be notified as soon as possible.

**Refund for Major Change:** Upon notification of a major change, you will have the option to cancel without penalty within the 7 days following receipt of notification, but in no event later than departure, and full refund will be made to you within 14 days after cancellation. If notification of a major change is received after departure, you may reject the major change and will receive a refund of the portion of your payment allocable to the rejected services within 14 days after the return date named.

## **VIII. OTHER**

**Itinerary:** Your vacation as set forth in Tratterra's flyers, magazines, brochures and website includes the following which form this contract: effective dates; origin and destination; price of each vacation; a listing of the hotels, length of stay at each and other ground accommodations and services.

**Important Notice:** La Macchia Enterprises, Inc., its affiliates, employees, directors and shareholders (collectively "Tratterra") does not own, control or operate any hotel or any air, land or water transportation vehicles or companies of any kind, including without limitation, airplanes, helicopters, boats, rental cars, ground transportation vehicles, transport companies, shuttle services, buses, or local tour companies which may offer excursions or tours. Tratterra occasionally enters into contracts with hotels and air, land or water transportation companies, but all such entities are owned and operated by independent contractors. Tratterra is not responsible for any negligent or willful act, omission or failure to act on the part of any such entity or its employees, or of any other third party beyond its direct control. The Tratterra name and logo may appear on posted or hand-held signs at your hotel, at the airport of your departure or destination, in vans, buses, coaches or elsewhere during your vacation. This use of the Tratterra name and logo is solely intended to help you identify persons or entities who might provide services to you during your trip, but does not indicate, and should not be understood by you to indicate that Tratterra owns, controls or operates any entity displaying such a sign, or that Tratterra employs or controls any person holding or displaying such a sign.

**Charter Surety:** Funjet Vacations has established a Surety Trust Agreement with BMO Harris Bank NA, 111 E.

Kilbourn Ave. Milwaukee WI, 53202 ("trustee") for the protection of charter participants. Unless you file any claim you may have with Tratterra or with Trustee within 60 days after the termination of a charter, Tratterra and Trustee will be released from all further liability to you.

**Applicable Law:** It is agreed by and between you and Tratterra that all disputes and matters whatsoever arising under or in connection with or incident to these policies and procedures shall be interpreted and litigated, if at all, in and before a court located in the State of Wisconsin, U.S.A., to the exclusion of the courts of any other state or country.

**Photographs:** Room photographs shown are for informational purposes only and may not depict the actual category purchased.

**Maps:** The maps on our website represent approximate locations and attractions and are not meant to be exact in every detail.

**Operator/Participant Contract\***

\*Pursuant to DOT regulations, this contract is required to be signed and sent with payment at time of bookings, for all charter air program participants.

**I (we) have read and agree to the terms and conditions above.**

Here is my check for \$\_\_\_\_\_ to cover \_\_\_\_\_ Deposit \_\_\_\_\_ Full Payment

\_\_\_\_\_  
Last Name First Name

\_\_\_\_\_  
Street, City, State, Zip Telephone Number

\_\_\_\_\_  
Last Name First Name

\_\_\_\_\_  
Street, City, State, Zip Telephone Number

Departure Date: \_\_\_\_\_ Return Date: \_\_\_\_\_ Reservation Number: \_\_\_\_\_

I authorize Tratterra to charge the cost of this trip to my credit/debit card number below. Please state the type of charge card and account number below (MasterCard, Visa, Discover or American Express). Per Person Deposit Required.

Type of charge card: \_\_\_\_\_ Account #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Trip cancellation, health and accident protection or insurance is available. Please ask Tratterra for information about this protection or insurance or check here \_\_\_\_\_ to receive details directly from Tratterra.

I/We have \_\_\_\_\_ accepted \_\_\_\_\_ declined the Tratterra Vacation Protection Plan.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_