

THE FINE PRINT

FAITH FLOWERS LLC FLOWER TOUR AGREEMENT
CHARLESTON
OCTOBER 30 – NOVEMBER 1, 2024

Tour Cost: Total Tour Cost includes both travel coordination by Faith Flowers, LLC and all scheduled activities described on the itinerary, including tour guides, transportation to and from activities, class instructors, entry fees (gardens, sites, museums, etc), and bus driver gratuity. Double occupancy or single occupancy hotel rooms for 2 nights, breakfast every day, lunch for 1 day, and 2 dinners are included.

Tour Cost Subject to Change: Tour Cost is an estimate based on a 13-person trip and group lodging (hotel fees are subject to change until confirmed). Tour Cost may be increased if the Tour does not reach at least 13 travelers. Further, Tour Cost may be adjusted based on changes to the Itinerary.

Excluded Costs: Airfare, travel from airport to hotel, passports fees, entry/exit visa costs, COVID-19 and health fees, personal gratuities, laundry and dry cleaning, portage, personal transportation outside of group transportation, valet and parking fees, wines, liquors, beverages, personal excursions, and meals (other than those listed on the Itinerary) are not covered by the Tour Cost.

For the initial deposit, payment is preferred by credit/debit card. We are not responsible for payments that do not reach us by mail in a timely manner resulting in not securing a spot on the Tour. For payments #2 payment by ACH (bank payment) or check is preferred. Payment by credit/debit (paid via a link provided in a separate email) will incur an administrative fee of 3.75%. Send checks to Faith Flowers, LLC, 1183 Virginia Avenue, NE, Atlanta, GA 30306.

Faith Flowers Flower Tours are limited in space and are available on a first come basis.

Cancellation: Faith Flowers, LLC undertakes substantial efforts at travel coordination for the Tour, including research, communication with vendors, securing appropriate entry to activities, and negotiating accommodations. Cancellation by you at any time will be subject to a \$1000 Cancellation Fee per person. You acknowledge that the Cancellation Fee is a reasonable amount based on the work performed prior to travel. Many costs (fees for activities or hotel) are paid by Faith Flowers LLC in advance of travel and are not subject to refund, would affect the Tour Cost if refunded, or would require extensive efforts to secure refund in the event of your cancellation. As such, in addition to the Cancellation Fee, cancellation by you from the date of signature/acceptance of terms to 120 days prior to departure will result in forfeiture of sixty percent (60%) of Tour Cost per person. Cancellation by you from 120 days until departure will result in one hundred percent (100%) forfeiture of the entire Tour Cost. Cancellation by you and Faith Flowers LLC finding someone to take your place on the Tour does not negate the cancellation terms stated above.

Air Transportation: You agree to arrange airline travel separately and are solely responsible for any and all fees related to air travel. You are solely responsible for any and all penalties and fees incurred as a result of program cancellation (whether by you or by Faith Flowers, LLC) and/ or change in travel dates or airline schedules or delays.

Travel Insurance: Faith Flowers, LLC recommends, in the strongest possible terms, insurance that includes coverage for trip delay/interruption/cancellation, baggage loss/delay, and medical expenses (including medical evacuation). You are responsible for securing travel insurance.

Health: The Tour often requires walking, stair climbing and standing for up to one hour on uneven surfaces. By signing this agreement, you are certifying that you have no physical, mental, or medical condition or disability that would create a hazard for you or other Tour travelers.

International Travel: You are fully responsible for complying with any passport, visa, and immigration requirements and associated fees that apply to the Tour, including any requirements regarding Covid-19 vaccination or status, or any other required vaccinations and associated expenses. It is recommended that you review any governmental alerts, advisories, warnings, and prohibitions that apply to the Tour destinations. Faith Flowers, LLC will not be responsible for any loss or damage, including inability to travel, due to your failure to comply with such requirements.

Indemnity: You hereby agree to indemnify, defend, and hold harmless Faith Flowers, LLC, its member-owners, managers, and employees, for all claims, harms, losses, delays, or damages of any kind arising from the Tour, including those involving personal injury or death (including related to Covid-19), caused by the negligent behavior of you, a Tour traveler, or a third-party provider of Tour lodging, accommodations, or activities.

Limitation of Liability: Faith Flowers, LLC acts only as the coordinator of the Tour and shall not be responsible in any way for damages, losses, delays, or refunds arising from the performance or non-performance provided by third-party providers of Tour lodging, accommodations, or activities.

Force Majeure: Neither party shall be responsible for any failure to perform any obligation due to unforeseen circumstances or causes beyond that party's reasonable control, including acts of God, pandemic situation, war, riot, acts of civil/military authorities, fire, floods, or labor strikes. Unless mutually agreed to by the parties, the term "pandemic situation" shall mean if the Federal, State, or Local government having jurisdiction over the locations of the Tour, due to Covid-19 (or variant) or any other infectious disease, issues any law, executive order, or similar proclamation (the "Regulation") within 90 days of the Tour (regardless of the expiration date of the Regulation) that prohibits travel to the Tour destination by a majority of Tour Travelers. Pandemic Situation shall not include situations (and no force majeure event shall be triggered) in which the Regulation requires social distancing or personal protective equipment, proof of vaccination or negative testing, or prevents some scheduled activities. You accept the risk that modifications may be made to the Tour due to Regulations that are unknown at the time of signing. Your decision to cancel due to Regulations that do not create a Pandemic Situation shall be treated as a cancellation and be subject to the Cancellation Fees and forfeitures set forth above. Should a force majeure event occur, Faith Flowers, LLC shall make good faith efforts to provide refunds of the Tour Cost to the greatest extent possible (depending on whether refunds or returns are allowed by hotels, common carriers, vendors, etc. However, you assume risk of loss of any or all of the Tour Cost from cancellation due to a force majeure event. Further, you acknowledge that even if a force majeure event occurs, Faith Flowers, LLC shall be entitled to retain the Cancellation Fee based on work performed.