

CLIENT SERVICES AGREEMENT

This Travel Services Agreement (this "**Agreement**") is by and between **Fugazi Travel Agency, Incorporated**, a California Corporation, with offices located at 345 California Street, Ste 160, San Francisco, CA ("**Travel Agency**") and Client ("**Client**" and together with Travel Agency, the "**Parties**", and each a "**Party**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements. Travel Agency and Client agree as follows:

1. Agency. Client authorizes Travel Agency to act as agent on the Client's behalf and to enter into contract with third party travel providers and suppliers, including but not limited to airlines, cruise lines, railroad operators, bus and rental car companies, tour operators, hotels, short-term rentals, are resorts and resort time-share operators ("Suppliers"). Each Supplier has its own terms and conditions that are applicable to Client's particular arrangements in addition to the general terms and conditions of this Agreement, and you should make sure you understand them.

2. Fees. The standard trip-planning fee for Services is based on the following fee schedule for each trip itinerary.

I acknowledge that Travel Agency will begin work on creating a specific itinerary upon receipt of my payment in this amount. Accordingly, no portion of the fee is refundable. I also acknowledge that the fee represents Travel Agency's charge for its planning services only; no portion of the fee represents the cost of the travel itself.

I will have an opportunity to review and approve the proposed itinerary, as well as the associated pricing and the travel supplier terms and conditions before Travel Agency undertakes to make the necessary reservations on my behalf.

Travel Agency may assess fees for certain additional services that are not included in the base fee. I agree to pay Travel Agency the stated amount in connection with the referenced additional service.

- a) Travel Agency consultant Retainer for Services of \$300 due at signing (up to 5 hours) \$100 per hour thereafter
- b) Cruise or Tour Management (i.e., Hotel/Car/Land Arrangements) fee: \$50 - \$100 per person
- c) Airline ticket fee: \$50 - \$100 per person
- d) Cancellations and/or changes to airline tickets (including re-issues): \$50 - \$100 per person
- e) Travel Agency cancellation fee: \$150 per person if cancellation made after initial deposit and \$250 per person if cancellation is made after final payment.
- f) Group Planning, if applicable: see separate terms.

I understand that the Fees referenced above reflect Travel Agency's anticipated fees, which I will be responsible to pay for the provision of all of the services contemplated at the time of our initial consultation. Should I desire material changes to the initial travel plan after Travel Agency begins work, additional fees may apply. Itinerary changes and/or cancellations may result in fees and/or penalties being assessed by the travel supplier according to its own policies, over which Travel Agency has no control and for which Travel Agency is not responsible.

By signing below, I express my understanding of, and agreement to, the foregoing as well as any additional terms and conditions that Travel Agency may have separately provided to me.

3. Travel Insurance. Many of the Suppliers that the Travel Agency contracts with have very strict cancellation policies; thus, it is strongly recommended that Client obtain travel insurance. If Client does not wish to obtain travel insurance, then Client shall sign the travel insurance waiver below:

TRAVEL INSURANCE WAIVER

Client is aware that all travel expenses will be subject to the loss of all of the fare or require the expenditure of additional money if Client elects to change the travel dates or cancel reservations. Client accepts the risk and declines to purchase travel insurance.

4. Travel Documents. It is the Client's responsibility to ensure that all travel documents are valid well before the date of travel. Client understands that the Transportation Security Administration (TSA) requires Client to carry a government-issued identification card in order to board a flight, vessel and/or other conveyance. Client has been advised that the name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on Client's travel documents and booking records. Client further acknowledges that beginning on October 1, 2021, Client must present a valid driver's license or another form of identification that complies with the requirements of the Federal Real ID Act (see www.dhs.gov/real-id for more information).

5. Non-Responsibility for Suppliers Actions or Omissions. Travel Agency is not responsible for the acts or omissions of the Suppliers or their failure to provide services or adhere to their own schedules. Travel Agency assumes no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be cause by: (1) any defaults, wrongful or negligent acts, or omissions of the Suppliers; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by the Suppliers; (3) any wrongful or negligent acts or omissions on the part of any other party not under Travel Agency's direct control; (4) Suppliers failure to comply with any applicable laws; and (5) any price decreases made by any Suppliers after your travel arrangements have been confirmed, paid in

full, or ticketed. By signing underneath Client acknowledges that they have read and understood all the terms of this paragraph and Client hereby releases Travel Agency from liability under all such claims.

6. Client Responsibility. Client assumes full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of Client's destinations, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at all such destinations.

7. Dispute Resolution. Should a dispute between the Parties arise from this Agreement, prior to filing any lawsuit the aggrieved Party shall first demand that the other Party participate in non-binding mediation to attempt to informally resolve the dispute by delivering a demand to mediate to the other Party. Any mediation shall be administered by JAMS and shall take place in San Francisco, California, unless by the mutual agreement of the parties. If the non-binding mediation is unsuccessful in resolving the issue, then the parties may proceed to litigation. The parties agree that this is a reasonable course of action for dispute resolution. If any Party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party, as the prevailing party, in any such action. For the avoidance of doubt, refusal to mediate shall be defined as conduct expressing an unwillingness to comply with a demand to mediate, including, but not exclusive of, ignoring or failing to respond to a demand to mediate within thirty (30) calendar days of delivery of the demand to mediate, explicitly refusing to mediate, delaying setting up a mediation date within ninety (90) calendar days of the delivery of demand to mediate, refusing to post in advance or to pay for a proportionate share of the mediator's fee, or failing to appear on the appointed mediation date.