

GENERAL CONDITIONS

1. Operator/Tour Participant: This agreement sets forth the terms and conditions pursuant to which Il Grappolo Wine Tours, located at 544 Petaluma Ave., Sebastopol, CA 95472, (707) 824-0529, in return for full payment by the participant(s) of the amount specified as the tour price (see invoice), agrees to provide the services as described in the Il Grappolo Wine Tours brochure. Il Grappolo Wine Tours accepts deposit for the requested travel services described herein and in Il Grappolo Wine Tours brochure with express understanding the participant has been more than reasonably informed of and agrees with all the terms and conditions outlined herein and participant tenders deposits as directed only after having received such advice and information from either Il Grappolo Wine Tours or the participant's agent. Passengers must submit a completed, signed Reservation Form with initial payment (see page 2).

2. Air Transportation is the responsibility of the participant.

3. Baggage Il Grappolo Wine Tours or its agents shall not be responsible for delay, loss or damage to participants' luggage. The airlines limit their liability for loss or damage to personal baggage. Participant is responsible for checking with airline to ensure baggage is within airline specifications. In the event of baggage delay, damage or loss, participant is responsible to immediately notify the airline at your destination. Without immediate notification upon arrival at your destination, the air carrier may not accept liability for delay, damage or loss of baggage. Passengers must file any claim with the air carrier's representative before leaving the airport.

4. Prices All rates herein are based on current tariffs, subject to change.. Due to the fluctuating cost of fuel, Il Grappolo Wine Tours reserves the right to impose a "fuel surcharge" to the cost of your trip if and when necessary.

5. Travel Insurance Il Grappolo Wine Tours recommends an optional Travel Protection Plan that provides price guarantee, change protection, a cancellation waiver and trip interruption insurance. Individual participants should check with their insurance agent for such coverage.

6. Reservations Upon receipt of your Invoice Confirmation, please verify all information for accuracy. Notify Il Grappolo Wine Tours by telephone during business hours, of all corrections. All corrections must be made before payment is received otherwise invoice confirmation is assumed correct and applicable change/cancel fees will apply. In addition, reservations made 7 days or less before departure are subject to a late booking fee of \$20.00 (per booking, not per person). Please note that we reserve the right to re-invoice you in case of an error made in computing the price.

7. Payments for individual reservations. All payment should be mailed in care of Il Grappolo Wine Tours, 544 Petaluma Ave, Sebastopol, CA 95472 and made payable to Il Grappolo Wine Tours. A travel agency check may be called in to confirm a reservation. However, documents will not be issued until payment is received.

Payment Schedule for Reservations Booked:
Registration Form and nonrefundable deposit due upon booking..... \$300.00
Liability form signed and returned with deposit(see back page)
Final Payment due February 1, 2001.

Refer to Confirmation of Payment for applicable payment due dates. Travel agency checks, personal checks (restrictions apply) or a cashier's check are accepted forms of payment. **Make check(s) payable to Il Grappolo Wine Tours.** All payments must clear the purchasing agent's/client's bank account for the reservation to be considered valid. Failure to comply with the payment policy as outlined will result in automatic cancellation of the reservation.

8. Surety Trust Agreement Your payments are protected in part by a Surety Trust Agreement by and between Il Grappolo Wine Tours and *Community First Credit Union* in favor of the The tour participants. Claims should be filed directly with Il Grappolo Wine Tours or if they are unavailable, with *Community First Credit Union* within 60 days after completion of the trip.

Otherwise the Bank and Il Grappolo Wine Tours shall be released from all liability to you under this Surety Trust Agreement.

9. Cancellations (individual reservations) ALL TOUR PARTICIPANTS HAVE A RIGHT TO CANCEL WITH FEES AS OUTLINED BELOW. The reservation must be cancelled by the booking source, by telephone during business hours. Date of cancellation is the date that Il Grappolo Wine Tours received the verbal notification.

PER PERSON CANCELLATION FEE IF NOTICE IS RECEIVED:

45 days or more before departure.....\$ 300 per person
44-7 days before departure\$1200.00 per person
Less than 7 days before departure..... NO REFUND

Cancellation charges caused by accident or illness to tour participant does not constitute waiver of applicable fees. If a canceling passenger provides a substitute passenger or if Il Grappolo Wine Tours provides such a substitute, the canceling passenger will receive a full refund less a \$25.00 administrative fee.

10. Refund Policy (individual reservations) All requests for refunds due to cancellation must be made in writing by CERTIFIED, RETURN RECEIPT MAIL or TELEGRAPHIC NOTICE to Il Grappolo Wine Tours at 544 Petaluma Ave, Sebastopol, CA 95472. Refund will not be processed if written request along with unused tickets and other negotiable documents are not received within 60 of your originally scheduled Il Grappolo Wine Tours return flight. Also, refund will not exceed the actual amount paid by participant. No refund will be made for features the participant opts not to use. Once travel begins, any change made by a participant is the responsibility of the participant and any refund for unused features voluntarily not used by the passenger is subject to prior reimbursement from the supplier to the Operator. Il Grappolo Wine Tours prefers you book through directly with Il Grappolo Wine Tours and direct all communication to Il Grappolo Wine Tours, 544 Petaluma Avenue, Sebastopol, CA 95472.

IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION, ALL FUNDS ARE DEPOSITED INTO A FEDERALLY INSURED BANK ACCOUNT.

11. Changes (individual reservations) All changes must be made, by the booking source, by telephone during business hours. There will be a \$25 fee (per booking, not per person) for any changes made before documents are issued. There will be a \$50 fee per booking fee (plus any applicable hotel/condo charges) for changes (other than Name, Departure/Return Date, Flight or City) made after the documents are issued. There will be a \$25 per person fee for a name change.

CHANGES MADE TO THE DEPARTURE/RETURN DATE or CITY within 29 days of scheduled departure date will be subject to the following per person fees if change is made:

29-7 days before departure \$300 per person

A new reservation, with revised dates must be made, subject to availability and to current rates. If the reservation is changed again or cancelled, additional change and/or fees will apply.

Less than 7 days before departure (excluding day of departure). \$600 per person, plus additional hotel/condos charges

Day of DepartureNo Refund
Passengers may stand by at the airport on the day they want to travel and pay the applicable Change Standby Fare. Passengers are solely responsible for contacting hotel/condo, cruise ship, rental car or transfer company to advise of date change, make alternate plans and pay any additional charges directly to the vendor(s).

DATE, FLIGHT or CITY CHANGES ONCE TRAVEL BEGINS: Change fees for travel dates may vary. Changes incurring additional fees charged by hotels, air carriers, ground transportation, or any other tour component, will be charged in addition to the listed fees. Cancellation/changes caused by accident or illness to tour participant(s) does not constitute waiver of applicable fees.

12. Limitations Il Grappolo Wine Tours reserves the right to decline, reject, or retain any member as a participant on these tours at any time. The air carrier and Il Grappolo Wine Tours reserve the right to substitute airlines and/or operational airports (within

the same departure, return and/or destination cities) without penalty. The hotel/condominium and ground operators used by Il Grappolo Wine Tours reserve the right to substitute accommodations and transportation in special circumstances of similar or better quality without penalty. Il Grappolo Wine Tours also reserves the right to substitute accommodations of similar or better quality (of the same accommodations currently listed in this brochure). Il Grappolo Wine Tours will not be responsible or liable if any of the services, features, or facilities described in this brochure cease to be available or fail for any reason.

13. Flight Delays Most flights operate as scheduled, however, in the unlikely event that on the day of your departure, your outbound flight is delayed by two hours or more from your scheduled departure, you may claim compensation as follows:

NUMBER OF HOURS COMPENSATION

Less than 5 hours None
6 to 12 hours\$50 Vacation Voucher*
12 hours or more \$100 Vacation Voucher*, refund applicable on unused accommodations.

*Vacation Vouchers are valid one year from date of issue

14. Major Changes Constitutes changes in the departure or return date, departure or destination city, a substitution of a hotel not named in this brochure, and/or a price increase exceeding 10% of the tour price occurring 10 or more days before departure; whereby Il Grappolo Wine Tours shall notify participant(s) within 7 days after first knowing of such change, but in any event at least 10 days before scheduled departure. If Il Grappolo Wine Tours first knows of a major change less than 10 days before the scheduled departure, Il Grappolo Wine Tours will advise participant(s) as soon as possible. **Within 7 days of receiving a pre-departure notification of a major change, but in no event later than departure, the participant(s) may cancel and receive full refund within 14 days. Upon a post-departure notification of a major change, participant(s) may reject such major change and, within 14 days after the scheduled return date, be refunded the portion of payments allocable to the service(s) not received. Il Grappolo Wine Tours may not cancel the tour less than 10 days before the scheduled departure, except for circumstances that make it physically impossible to perform the tour trip.** If the tour is cancelled 10 or more days before the scheduled departure by Il Grappolo Wine Tours or the airline, Il Grappolo Wine Tours will notify the participant(s) in writing within 7 days of date of cancellation but, in any event, not less than 10 days before the schedule departure. If the tour trip is cancelled less than 10 days before departure for circumstances that make it physically impossible to perform the tour trip, Il Grappolo Wine Tours will notify the participant(s) as soon as possible. If the tour trip is cancelled, a full refund will be made to the participant(s) within 14 days after the cancellation. Acceptance of a refund constitutes a waiver of any and all further claims by participant(s) upon Il Grappolo Wine Tours. The rights and remedies made available under this agreement are in addition to any other rights and remedies available under applicable law. Il Grappolo Wine Tours, however, offers refunds with the express understanding that the acceptance of such refund by a participant waives such additional remedies.

15. Responsibility AS THE PRINCIPAL TOUR OPERATOR, Il Grappolo Wine Tours IS RESPONSIBLE TO ALL PARTICIPANTS FOR ALL SERVICES AND ACCOMMODATIONS OFFERED IN CONNECTION WITH THE TOUR. Il Grappolo Wine Tours arranges with airlines, hotels, condominiums, and group operators to provide goods and services. We do not control or manage any transportation vehicle (including but not limited to aircraft, trains, ground transportation), hotel, resort, restaurant, or other supplier of products or services and we are not responsible or liable for such parties' actions or omissions for any reason. Since Il Grappolo Wine Tours does not own or operate any of the firms which provide the goods and services for the trip, or any of the options which may be available in connection with the trip, and since Il Grappolo Wine Tours has not priced the trip or option to allow Il Grappolo Wine Tours to guarantee acceptable performance by those firms, each participant agrees not to hold Il Grappolo Wine Tours liable, in the absence of its own negligence, for any loss, any act of omission, whether negligent or otherwise, of any person or firm which is to, or does,

provide goods or services for the trip or shall have no liability to the participant for the quality of services at and the condition or cleanliness of accommodations or for any transportation delay, including but not limited to liability for inconvenience, shortened vacation time, additional expenses, or any other kind of damage. Il Grappolo Wine Tours will also not be responsible for any harm or claims resulting directly or indirectly from government actions, weather, mechanical breakdowns, acts of God, or other circumstances beyond their control: the failure to follow instructions, including but not limited to check-in and check-out times and baggage handling. In the event of a delay, it is the responsibility of the airline to determine exactly what procedure will be followed. Also, inappropriate behavior such as public disturbances or inebriation may jeopardize your safety as well as the safety of others. Such conduct may result in being removed from where the incidence occurred or being denied boarding of the aircraft and may be in violation of local laws. Il Grappolo Wine Tours shall not be held responsible for the policy chosen by the carrier.

16. Activities of Participant(s) Participant may engage in various activities including, but not limited to, swimming, water sports, horseback riding, car rental traveling and otherwise ("activities") and participant is hereby notified that these activities may be dangerous and participation in such activities may result in serious injury to participant and that participation in these activities by participant shall be at the participant's own risk and Il Grappolo Wine Tours shall not be liable for any injuries sustained by participant which arise out of or concern participant's engaging in such activities.

17. International Flights The operation of these public tour flights are subject to foreign governments involved granting landing rights for the flight. If the carriers cannot obtain the rights, the flight will be cancelled and a full refund will be made to you automatically.

18. Immigration Requirements All passengers traveling to international destinations are required to have the necessary Immigration paperwork for that destination. Il Grappolo Wine Tours provides all participants and participant's agents, information on travel documentation requirements in the applicable destination brochure, at the time of booking and with final documents. All travel documents requirements are subject to change by the destination and U.S. governments without prior notice. Failure to comply with these requirements will result in denied boarding without compensation. It is the passenger's responsibility to be in possession of all required international travel documentation.

19. California Seller of Travel Law Il Grappolo Wine Tours is a participant in the Travel Consumer Restitution Fund. Our Seller of Travel number is applied for and pending. Registration as a seller of travel does not constitute approval by the State of California.

20. Complaints Should you have a complaint while on vacation, please notify our representative who will make every effort to help you. If the matter cannot be settled on the spot, you must write Il Grappolo Wine Tours within 60 days of the completion of your trip. The few complaints we receive are normally resolved by amicable settlement. If, however, we cannot agree, you are entitled to take the complaint to the legal authorities. We reserve the right to give any compensation in the form of vacation voucher, cash, or credit card credit.

21. Hotel Information Hotel services and amenities listed here are subject to change without notice at the discretion of the hotel. Hotel photos are representative only and do not necessarily depict the actual room in which guests will be accommodated. At the time of printing, all property features and facilities were available, but are subject to change without notice.

22. Physical Disabilities Any and all physical disabilities with special requirements must be advised to Il Grappolo Wine Tours at time reservation is made. Any passenger requiring special assistance should be accompanied by a responsible adult fully capable of assisting the passenger. Please be aware that many hotels, activities, transportations, and events do not have facilities for accommodating physically disabled passengers.

Il Grappolo Wine Tours Reservation Form
This form must be signed and sent with initial payment.

Passenger Name (Last, First)

Address

Phone

Passenger Name (Last, First)

Address

Phone

Departure Date

Return Date

Confirmation #

Amount Submitted \$

I (we) have read and agree to the terms and conditions contained in the "General Conditions" form and all of its provisions for Il Grappolo Wine Tours.

Signature_____ Date_____

Signature_____ Date_____

CST No. 2051834-40