

BIANCHI-ROSSI TOURS 2012 TERMS & CONDITIONS/OPERATOR-PARTICIPANT CONTRACT

PARTIES TO THIS AGREEMENT:

TOUR OPERATOR: BIANCHI-ROSSI TOURS, INC. 7575 Golden Valley Road, Suite 350, Minneapolis, MN 55427, herein referred to as BRT, has arranged the vacation packages described in this brochure/flier/invoice/website/confirmation. BRT acts as tour operator for all Mexico, Bahamas, Punta Cana and United States packages.

PARTICIPANT: The person (herein referred to as “Participant”, “Client”, “Customer”, or “Traveler”) who has reserved a Vacation Package as described in this brochure/flier/invoice/website/confirmation and who intends to participate in the Vacation Package so reserved and by such participation and payment as provided for in this Operator-Participant Contract hereby agrees to be bound by and subject to the terms and conditions of this Agreement.

PACKAGE PRICE & INCLUSIONS: See brochure/flier/website for package inclusions. All package inclusions are subject to terms and conditions contained herein. Unless specifically indicated otherwise herein, land only Vacation Packages, Hotel Only Packages, and Cruise Vacation Packages do not include transportation. Package prices are based on current published rates. All rates are subject to change without notice in accordance with fuel base in charter contracts, changes in government taxes/fees, available class of service, etc. Any fuel-related increases and/or changes in government taxes/fees will be assessed no later than 10 days prior to departure and must be paid by all passengers, regardless of whether account is paid in full or not.

RESERVATIONS & DEPOSIT: All reservations can be made on-line at www.brspringbreak.com. If mailing form, one reservation form per person is required. Mail completed reservation form with a \$200 per person non-refundable and non-transferable deposit (or specified deposit requirement for Villa and special promotion bookings) – remember to sign the form where indicated. Reservations will not be confirmed without a signed Tour Participant Contract. If mailing a reservation after January 4, 2012, full payment (no personal checks) is due at time of booking. **Receipt of deposit by BRT constitutes acceptance of the following terms and conditions.**

FINAL PAYMENT: Balance is due January 4, 2012 for all travel dates. No personal checks will be accepted after January 4, 2012 – money orders, cashier’s checks, and credit cards are accepted. If necessary, you can mail your final payment before receiving your statement to avoid cancellation and/or late fees. Payments on outstanding balances after January 4, 2012 are subject to a \$40 late fee. You are responsible for paying the rate corresponding to the room occupancy shown on your account at the time of departure. Final confirmation and airline tickets will not be made available until balance of each traveler in entire party is paid in full. **IF FINAL PAYMENT IS NOT RECEIVED IN OUR OFFICE BY January 4, 2012, BRT RESERVES THE RIGHT TO**

AUTOMATICALLY CANCEL YOUR RESERVATION WITHOUT NOTICE AND THE TERMS AND CONDITIONS APPLY AS STATED. Accounts may be reinstated subject to availability with a \$40 reinstatement fee. There is a \$30 charge for any returned checks. Refunds of any kind will be paid no earlier than 30 days prior to departure; some may be received upon return from your trip.

LAST MINUTE BOOKINGS are accepted until the day of departure or the plane is sold out, whichever ever comes first. Should seats become available after January 4, 2012, full payment is due upon registration in order to process reservation. Please call for availability.

CHANGES IN RESERVATIONS: Any changes, including name changes, in client's reservation will require written notification (mailed, e-mailed and faxed requests are acceptable) and will incur a \$30 fee (plus any airline-imposed fees). **NO CHANGES WILL BE ALLOWED LESS THAN 30 DAYS PRIOR TO DEPARTURE.** When making changes, client must include name, telephone number, e-mail address, destination, departure date and departure city along with a check or money order in the amount of \$30.

ROOMMATE CHANGES: Roommates added to a room will be honored by BRT with the approval of one or any of the occupants of that room and all of the terms and conditions will apply to all occupants thereafter. For the purposes of this paragraph, adding passengers to an existing reservation will not be considered a change.

NAME CHANGES: Name changes may be permitted for a fee and will be allowed whenever possible. In most instances, BRT is bound by the terms and conditions and related fees of third party suppliers and may not be able to facilitate all requested name changes. If BRT is unable to accommodate the name change, the affected client is still bound by the cancellation policy as defined within the terms and conditions.

CANCELLATIONS AND SUBSTITUTIONS: All payments received by BRT are non-refundable. **Purchase of Travel Insurance is highly recommended (Spring Break Security Plan).** Should a replacement be found before 30 days prior to departure, a full refund less a \$25 per person administrative fee and any airline/hotel-imposed fees will be issued. A completed registration form and payment of the new participant must be received at the same time as the cancellation or normal cancellation policies will apply. **THERE ARE NO MEDICAL EXCEPTIONS TO THIS POLICY. NO REFUNDS WILL BE ISSUED IN RESPONSE TO VERBAL CANCELLATIONS AND/OR REQUESTED REPLACEMENTS. ALL CANCELLATIONS MUST BE RECEIVED IN WRITING. ACCEPTED FORMS ARE MAILED LETTERS, E-MAILS AND FAXED LETTERS. BRT IS NOT RESPONSIBLE FOR LATE OR LOST MAIL. Purchase of Travel Insurance (Spring Break Security Plan) is strongly recommended.** All fees such as insurance premiums, NSF fees, late fees, etc. are non-refundable.

UNUSED TOUR SERVICES: No refund will be issued for unused accommodations, flights, or tour services if the tour participant leaves the tour for any reason. **Purchase of Travel Insurance (Spring Break Security Plan) is strongly recommended.**

TRAVEL RISKS AND WARNINGS: BRT clients should contact the U.S. State Department at 202-647-5225 or visit its website at http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html for information regarding possible dangers at international destinations. For matters concerning medical information, contact the Centers for Disease Control at 404-332-4559 or visit its website at www.cdc.gov/travel. In no circumstance will BRT issue a refund due to fear of travel from actual, threatened or perceived dangers or conditions. In the event a full ban on travel to client's scheduled destination is issued by a U.S. government agency, BRT reserves the right to offer alternative destinations or issue travel credit in lieu of a refund. Additionally, BRT will not issue refunds due to fear of travel from actual, threatened or perceived violence or terrorists events. **Purchase of Travel Insurance (Spring Break Security Plan) is strongly recommended.**

ALCOHOL/ILLEGAL DRUGS: The legal drinking age in Mexico and most Caribbean countries is 18 years. In the United States, the legal drinking age is 21 years. BRT does not condone the use of alcohol by those who are under the legal drinking age and in no way condones or encourages intoxication or the use of illegal drugs. BRT has contractual relationships in all destinations with subcontractors who sell or provide Optional Activity Packages to BRT customers. Some of these packages may make available alcoholic beverages. If a BRT client chooses to consume alcoholic beverages, BRT urges that it is done in a responsible manner and that it is important to remember that the excessive use of alcohol or any use of illegal drugs can result in severely impaired judgment, injury, and/or death. All trip participants should know that the underage use of alcohol or ANY use of illegal drugs may result in criminal charges and/or imprisonment.

BALCONIES AND RAILINGS – WARNING!: Balconies and glass doors and panes in and around traveler accommodations are areas where serious accidents and resulting injuries can occur. Height standards for balcony railings in Mexico and other foreign countries can be considerably lower than those in the United States and very few hotels are legally obliged to install “toughened” or safety glass in their windows and doors. Please exercise extreme care when standing close to balcony railings, as deaths and injuries have resulted from falls.

REMOVAL OF CUSTOMER FROM TRIP: BRT reserves the right to remove a customer from a trip if that customer violates any law, whether domestic or foreign, is disruptive to others, or constitutes a danger to himself/herself or others. Additionally, all BRT customers acknowledge that the lodging provider may remove the customer from his/her lodging arrangements for like reasons. In the instance that a BRT customer is thus removed or his/her trip participation terminated before the full length of his/her trip itinerary has passed, the return trip as arranged by BRT will be cancelled and any and all expenses from his/her removal which include but are not limited to lodging accommodations and a return flight are the responsibility of the affected customer. No BRT customer will receive any refund for the remaining portion of the trip.

TRAVEL INSURANCE: THE OPTIONAL BIANCHI-ROSSI TOURS SPRING BREAK SECURITY PLAN (TRAVEL INSURANCE) IS STRONGLY RECOMMENDED. All insurance is provided by Travel Insured International. Two policy options are available. 1) Comprehensive Plan - includes trip cancellation due to medical reasons, trip interruption due to flight delays, medical and accident insurance while on the trip and other valuable coverage. 2) Cancel For Any Reason Plan - includes the benefits within the Comprehensive Plan and allows for coverage no matter the reason for the election to cancel. For complete details, please call BRT or Travel Insured International at 800-243-3174 or log onto www.bianchi-rossi.com for a detailed description. It is understood that if Travel Insured International denies a claim made by a BRT customer, BRT bears no responsibility for directly issuing full or partial reimbursement, in monetary or credit form, to same the client as a result of the denied claim.

DOCUMENTATION OF CITIZENSHIP: **Possession of proper documentation of citizenship is the sole responsibility of the passenger (i.e. a valid passport).** Foreign nationals must consult their local consulates for documentation requirements. Passengers under 18 years of age must carry a notarized letter of consent signed by each parent or legal guardian(s) for travel outside the U.S. Citizenship documentation requirements are subject to change without notice. Failure to provide the air carrier or government officials with the proper documents may lead to denial of boarding, in which case BRT will issue no refunds, nor provide alternate transportation. **Expired forms of documentation are not valid under any circumstances. Minors traveling internationally must carry a notarized letter of consent signed by both parents and/or legal guardian(s).** BRT STRONGLY RECOMMENDS ALL PERSONS SCHEDULED TO TRAVEL INTERNATIONALLY OBTAIN A PASSPORT WELL IN ADVANCE OF THEIR DEPARTURE DATE, REGARDLESS OF THE ARRANGED MODE OF TRANSPORTATION (AIR, LAND, SEA).

ADVANCED PASSENGER INFORMATION/SECURE FLIGHT: In order to be in compliance with the United States Customs and Border Control (a component of the Department of Homeland Security) regulations, all BRT customers traveling internationally via air are required to provide birth date, country of citizenship, form/expiration date of identification that will be used for travel, and emergency contact information. ALL AFFECTED CLIENTS MUST SUBMIT THIS INFORMATION TO BRT ONLINE BY ACCESSING THEIR PERSONAL ACCOUNT ON BRT'S WEBSITE. In all cases, this information must be submitted in its entirety no later than 45 prior to departure. Failure to meet this deadline will result in possible cancellation without refund. For up to date information and requirements, visit http://www.cbp.gov/xp/cgov/travel/inspections_carriers_facilities/apis/ or call 202-647-4000.

TRAVEL DOCUMENTS (TICKETS, E-TICKETS, HOTEL VOUCHERS, MEAL TICKETS, ETC): Final Travel Documents will not be made available until full payment *as well as* acceptance of this Customer Agreement (terms and conditions), either by means of a website booking via the online "I accept" method or by supplying to BRT a

signed copy of this Customer Agreement have been received by BRT at its office from each customer sharing the same lodging arrangements. This agreement must be signed by both the Legal Guardian(s) and Client in the event the Client is under the age of 18 years in order to make valid the client's reservation.

Travel Documents will be made available to all BRT clients 5-14 days prior to departure in most all cases. It is important to note that a valid e-mail address is required at the time of booking. BRT is not responsible for undelivered or misdirected e-mail or postal mail, including delays caused by SPAM filter e-mail settings.

Documents (coupons, tickets, wrist bands, etc) relating to Meal Plans and other Optional Packages (including Party Packages) purchased before arrival in the destination are made available to the clients on location. It is the sole responsibility of the client to obtain the respective documents while on vacation as is instructed in the client's Travel Documents. Once distributed, no refunds will be made for loss, theft, and/or unused services of Meal Plan or any other Optional Packages.

BRT provides meal coupons for all meal plans (More Than a Meal Deal) and tickets for Party Packages (Party Extravaganza/VIP Party Pass). Coupons/tickets hold no cash value and may be subject to taxes and tip. No refunds will be made for loss, theft, and/or unused services. BRT acts as an agent for several restaurants/establishments in providing its meal plan and other optional packages (including night clubs for its Party Packages) and is not responsible for acts, errors, failure to honor agreements or omissions by individual restaurants/establishments. Schedules, meal menus, and participating restaurants/establishments are subject to change at any time. For more details, please visit www.brspringbreak.com.

MAJOR CHANGE: If BRT makes a major change prior to the participant's flight departure, participant has the right to cancel and receive a full refund according to the terms listed herein. The applicable major changes are as follows: (1) a change in departure or return dates of more than 48 hours (unless the change results from a flight delay experienced by the carrier), (2) a change in origin or destination city for any flight leg other than a change in the order in which cities are visited, (3) a price increase of more than 10% occurring more than 10 days prior to departure. If BRT becomes aware of a major change 10 or more days prior to departure, BRT will notify tour participants within 7 days of first knowing of such a change. If BRT should become aware of a change within 10 days of departure, it will notify tour participants as soon as possible. Upon receiving notification of a major change, tour participant may cancel in writing within 7 days, but in no event later than the date of departure, and receive a full refund within 14 days of BRT receipt of notice of cancellation. If BRT gives tour participant notice of change after departure, the participant may decline to accept the change and be sent a refund for the portion of his or her payments allocated to the hotel accommodations or transportation not provided within 14 days after scheduled return date. In either case, BRT shall have no further liability to the tour participant. If BRT must cancel, it will notify participant in writing within 7 days of cancellation, but in no event later than 10 days before the scheduled flight departure date. BRT will not cancel

within 10 days of the departure date, except for circumstances that make it impossible to perform. If that occurs, notification will be issued as soon as possible but no later than the scheduled departure date. In such an event, a full refund will be made to you within 14 days after cancellation. For International Flights Only: additional restrictions may be imposed on flights by foreign governments involved, and that if landing rights are denied by a foreign government, the flight will be canceled with a full refund to the participant within 14 days of cancellation. The rights and remedies relating to cancellations and major changes prior to flight departure made available under this contract are in addition to any other rights or remedies available under applicable law. However, BRT offers any refunds under this contract with the express understanding that the receipt of that refund by participant waives all other remedies.

TRANSPORTATION DELAYS: Transportation delays are unfortunate, but are an inherent risk in travel and beyond the control and responsibility of BRT. Per D.O.T. regulations regarding delays of public charter flights, airlines are no longer required by law to provide compensation for delays (i.e. rooms, meals or refunds), unless the delay is more than 48 hours. Missed nights' accommodations, missed time in vacation destination, missed connections to/from charter flights, missed wages, missed package features, and additional expenses – including long distance/cell phone calls incurred due to flight delays are beyond BRT's control and responsibility. In addition to any compensation offered by Travel Insurance purchased, BRT's customer service policy provides that any passenger who experiences a delay of more than 12 hours will receive anywhere from \$25-\$100 (depending on length of delay) per person credit good towards future travel on any BRT charter package. Compensation schedule does not apply to weather-related, air traffic related, or security related delays. Compensation terms and conditions will be outlined on voucher issued.

BAGGAGE FEES/LOST OR DELAYED BAGGAGE: Be sure to check with your air carrier for their current baggage allowance and fee schedule as luggage allowances and charges vary by air carrier. **BRT is not responsible for the payment of baggage fees charged by airlines and incurred by its clients during their travels to and from their scheduled destinations.** For international flights, air carrier liability for lost baggage is limited to \$400 total per passenger (\$1250 per customer for domestic flights). For delayed baggage, air carrier liability is \$25 per person per day, after bags have been delayed for a minimum of 24 hours. Neither the air carrier nor BRT are responsible for customers who fail to submit a lost baggage claim form to their air carrier within 24 hours of arrival and per the instructions of the air carrier. BRT assumes no liability for lost or delayed baggage and strongly recommends purchasing Travel Insurance.

CUSTOMER SERVICE: BRT has representatives in most destinations it offers. If assistance is required while on tour, BRT's on-site staff must be notified. The onsite staff person will make every attempt to assist affected clients. If there are no representatives in your destination, please call 800-875-4525 or 952-933-2455 or contact the numbers provided in your Travel Documents for assistance. Under no circumstances will collateral expenses, such as long-distance/cell phone calls to our home office, be reimbursed. If the matter cannot be resolved, please write the Customer Service Division

at: 7575 Golden Valley Road, Suite #350, Golden Valley, MN 55427. Any complaints or claims against BRT must be made in writing and received by BRT within 60 days after the scheduled termination of the return flight.

FLIGHT SCHEDULES: BRT will provide as much information as possible regarding flight schedules at the time of booking. This information is considered tentative and subject to change without notice per operator's option plan. Flight times are not guaranteed and may affect actual length of time in vacation destinations. Schedule changes can occur without notice even after tickets/travel documents have been issued; therefore, the tour participant is responsible for re-confirming both outbound and return flights with the airline with which they are booked. In the rare event that BRT plans an itinerary for the client that includes an overnight layover in a city that differs from the gateway or final destination city, BRT may, at its option, provide pre-paid hotel accommodations for the client. This clause applies only to itineraries scheduled and ticketed by BRT and does not apply to flights that are delayed, missed connections and/or schedule changes by the air carrier. Should BRT have to cancel a flight, regardless of reason, it may at its option, provide ground transportation to the nearest available airport for the clients involved. Due to the inherent variables involved in travel such as weather, traffic, airport closures, etc., any arrival times provided by BRT should be considered approximate and BRT assumes no responsibility for their accuracy or actual length of time of travel.

AIRLINES CONCERNED are not responsible for any act, omission, or event during the time the participants are not on board their aircraft. Participant contract in use by the airline concerned, when issued, shall constitute the sole contract between the airline and the purchaser of these tours and/or the passenger. Upon receiving deposit(s) and registration form(s) participant may be required to sign a charter air/tour participant contract. Public charter services may be provided by any of the following carriers: Ryan International, Sun Country, USA 3000, North American Air, Air TransAt, Air Tran Airways, Pace Airlines, Royal Air, Delta Airlines, Air 2000, Reno Air, Allegro Air, Tradewinds Airlines, Omni Air, Miami Air, Continental, American Airlines, Mexicana, Aeromexico, JetBlue, Primaris Airlines, Air Jamaica, Spirit Air, Allegiant Air, Vision and Xtra Airways. Public charters are operated by Holiday Express, Apple Vacations, Sun Trips, Sunquest, STS, Funjet, Student City.com, MLT/Worry Free Vacations, TNT, Vacation Express, SST and SEI. Scheduled air services are provided by Continental, American, AirTran Airways, Delta, AeroMexico, United, Mexicana, Frontier, Sun Country, USA 3000, Spirit Airlines, Air Jamaica, Bahamas Air, BWIA, Southwest, JetBlue and US Airways or any other FAA approved air carrier. BRT and the airline reserve the right to substitute any duly-licensed air carrier and/or change aircraft type, routing and do not guarantee single plane or no-stop service. BRT acts as agents for the above listed airlines and tour companies only in the offering of air transportation in conjunction with the tour.

FUEL PRICE AND GOVERNMENT TAX INCREASES: Due to rising fuel prices throughout the world, it is impossible for commercial airlines, charter airlines, cruise lines, or Bianchi-Rossi Tours to predict exact price increases in oil and gas. BRT does its

best to reduce or eliminate any fuel surcharges due to fuel price increases. In the event that fuel prices do increase more than airlines and cruises budget for by February and March, BRT may assess a minimum fuel surcharge per traveler. Any surcharges for increases in fuel price and/or government taxes and fees will be assessed per traveler and must be paid by all passengers as per the instructions provided to the clients at the time of notification. Failure of the client to provide payment as instructed may result in the denial of boarding the aircraft on which he or she is booked.

BIANCHI-ROSSI TOURS, the sponsoring organization, its owners, officers, instructors, and employees act solely as the tour operator in arranging transportation and accommodations offered in this travel package. As the tour operator, it is not responsible for any act, omission, injury to person or property, loss, inconvenience, accident, delay, irregularity, negligence, or default of any company, hotel, carrier company and/or their employees, servants or subcontractors providing any services, accommodations, or facilities in connection with this travel package. BRT will not be responsible for (1) overbooking by hotels, and (2) failure to follow instructions, including, but not limited to, check-in/check-out times, baggage handling, and reconfirming bus/flight times. BRT is not responsible for any act or injury that may occur to any participant in the Party Extravaganza (Party Package) while at any establishment or event in accordance with the Party Package itinerary or any optional activity and/or tour participated in by its clients.

OPERATOR'S OPTION PLAN: BRT will do its best to accommodate specific departure day requests; however, with the exception of those who have purchased a scheduled flight, the following will apply for Vacation Packages:

1. 7 Night Vacation Packages: BRT reserves the right to use Friday, Saturday or Sunday departures of your chosen weekend.
2. 6 Night Vacation Packages: BRT reserves the right to use Friday, Saturday, Sunday or Monday departures of your chosen weekend.
3. 5 Night Vacation Packages: BRT reserves the right to use Friday, Saturday, Sunday, Monday or Tuesday departures of your chosen weekend.
4. 4 Night Vacation Packages: BRT reserves the right to use Friday, Saturday, Sunday, Monday, Tuesday or Wednesday departures of your chosen weekend.
5. 3 Night Vacation Packages: BRT reserves the right to use Friday, Saturday, Sunday, Monday, Tuesday, Wednesday or Thursday departures of your chosen weekend.

The following are considered "co-terminal" airports. New York (Newark Liberty Int'l, John F. Kennedy Int'l, LaGuardia); Washington (Baltimore/Washington Int'l, Ronald Reagan Washington National, Washington Dulles Int'l); Chicago (Chicago O'Hare Int'l, Chicago Midway); Detroit (Detroit Metro, Detroit City, Lansing Capital City); Columbus, OH (Port Columbus Int'l, Rickenbacker); Miami (Miami International, Fort Lauderdale Hollywood Int'l). Orlando/Tampa (Orlando Int'l, Tampa Int'l); Rochester/Syracuse/Buffalo (Greater Rochester Int'l, Syracuse Hancock Int'l, Buffalo Niagara Int'l); Cincinnati/Dayton, OH (Cincinnati/Northern Kentucky Int'l, Dayton Int'l); San Francisco/Sacramento/Oakland, CA (San Francisco Int'l, Sacramento Int'l, Oakland Int'l); and Dallas, TX (Dallas/Fort Worth Int'l, Love Field).

In the unlikely event that the services or accommodations are not available, or availability of aircraft seating change, or date changes occur due to reasons beyond the control of BRT, the terms and conditions of this form still apply. BRT reserves the right to withdraw, alter, and substitute program items, or modify itineraries at any time without notice. However, BRT will make every effort to provide accommodations of equal standard and quality for participant's safety and convenience.

PHOTOGRAPH RELEASE: Each participant agrees to grant BRT and affiliated entities and each of their successors, licensees, and/or employees, permission to use his/her likeness in a photograph in any and all of its publications, including website entries, without payment or any other consideration. It is understood and agreed that these materials will become the property of BRT and will not be returned. Each participant agrees to irrevocably authorize BRT to edit, alter, copy, exhibit, publish or distribute any obtained photographs for purposes of publicizing BRT packages or for any other lawful purpose. Additionally, each participant waives the right to inspect or approve the finished product, including written or electronic copy, wherein his/her likeness appears. Furthermore, any rights to royalties or other compensation arising or related to the use of any photograph are waived by all participants. BRT is to be held harmless and released and forever discharged from all claims, demands, and causes of action which any participant, his/her heirs, representatives, executors, administrators, or any other persons acting on behalf said participant or on behalf of said participant's estate have or may have by reason of this authorization.

ARBITRATION AND DISPUTES: Participant(s) and operator agree to resolve any dispute concerning, relating, or referring to this agreement, the brochure, website, or any other literature concerning trips arranged by BRT or the trips themselves shall be resolved exclusively by binding arbitration in the State of Minnesota, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive Minnesota law. Any dispute against BRT must be commenced within one year after the scheduled termination of the trip or forever barred.

In connection with any action or legal proceeding arising out of this agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

If the right to seek arbitration is for any reason waived by both parties, this agreement and any actions and proceedings brought hereunder shall be governed by the laws of the State of Minnesota, without regard to conflicts of laws principles. Any action or legal proceedings to enforce any provision of, or based on any right arising out of, this agreement shall be brought exclusively in the courts of competent jurisdiction in Hennepin County under Minnesota law and all of the parties hereto hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

SEVERABILITY: The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

WAIVER: Any failure by either Party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any such terms and conditions and shall not affect or impair such terms and conditions in any way or the right of such Party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

EXCLUSIVITY: Except as otherwise expressly provided to the contrary, the rights herein granted and this Agreement are for the benefit of the Parties hereto. The terms and conditions of the Agreement shall be exclusive of any advertising, marketing or other sales activities of BRT and nothing contained in any such materials shall be construed to create any rights as a result of or in connection with this Agreement.

HEADINGS: All headings are for convenience only and shall not affect the meaning of any provision of this Agreement.

RESPONSIBILITY: All Participants hereby agree to accept and be legally bound by this Agreement and all of the terms and conditions contained herein with no exceptions. It is understood that Bianchi-Rossi, Inc. (dba Bianchi-Rossi Tours) does not own or operate any entity which provides goods and services for any Participants trip, for example, air carriers, hotels, villas, ground operators, boat or bus companies, restaurants, clubs, sightseeing establishments, etc.

FOR MORE INFORMATION: Contact your Sales Representative or Travel Agent, or Bianchi-Rossi Tours at 952-933-2455 or 1-800-875-4525, or log onto www.brspringbreak.com.