

BIANCHI-ROSSI TOURS 2005 TERMS & CONDITIONS/OPERATOR-PARTICIPANT CONTRACT

TOUR PARTICIPANT 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. BRT acts as tour operator for all Mexico packages.

PACKAGE PRICE & INCLUSIONS: See front of this brochure/flier for package inclusions. All package inclusions are subject to terms and conditions contained herein. Package prices are based on current rates at the time of printing, 9/1/04. All rates are subject to change without notice in accordance with fuel base in charter contracts, changes in government taxes/fees, 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.bianchi-rossi.com. If mailing form, one reservation form per person is required. Complete the reservation form below and mail it with a \$100 per person non-refundable and non-transferable deposit - **remember to sign the authorization form below. Reservations will not be confirmed without a signed Tour Participant Contract.** If you are sending a reservation within 60 days prior to your departure, full payment (no personal checks) must accompany your form to ensure your booking. Receipt of deposit by BRT constitutes acceptance of the following terms and conditions.

FINAL PAYMENT: Please note that all pricing reflects a \$30 per person discount for cash payment. If paying the final balance with a credit card, please add back the \$30 discount to all final balances. **Balance is due 60 days prior to departure.** No personal checks will be accepted within 60 days prior to departure - 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 within 60 days are subject to a \$30 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 sent until balance is paid in full by entire party. **IF FINAL PAYMENT IS NOT RECEIVED IN OUR OFFICE AT LEAST 60 DAYS PRIOR TO DEPARTURE, 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 \$30 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 within 60 days prior to departure, full payment is due upon registration in order to process reservation. Please call for availability.

CHANGES IN RESERVATIONS: Any changes in your reservation will require written notification 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, please include your name, phone number, departure date and departure city along with a check or money order for \$30. 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.

CANCELLATIONS AND SUBSTITUTIONS: All payments received by BRT are non-refundable. Purchase of Travel Insurance is highly recommended. 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 and in the same envelope as the cancellation or normal cancellation policies will apply. **THERE ARE NO MEDICAL EXCEPTIONS TO THIS POLICY. ALL CANCELLATIONS MUST BE RECEIVED IN WRITING TO BE ELIGIBLE FOR REFUNDS. 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.

TRAVEL INSURANCE: THE OPTIONAL BIANCHI-ROSSI TOURS SPRING BREAK SECURITY PLAN IS STRONGLY RECOMMENDED. All insurance is provided by Travel Insured Int'l. Policy 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. For

complete details, please call BRT or Travel Insured Int'l at 800-243-3174 or log onto www.bianchi-rossi.com for a detailed description.

BAGGAGE/LOST OR DELAYED: For international flights, air carrier liability for lost baggage is limited to \$400 total per passenger. For delayed baggage, air carrier liability is \$25 per person per day, after bags have been delayed for a minimum of 24 hours. BRT assumes no liability for lost or delayed baggage and strongly recommends purchasing Travel Insurance.

DOCUMENTATION: Possession of proper documentation of U.S. citizenship is the sole responsibility of the passenger (i.e. a valid U.S. passport, original or notarized copy of state-issued birth certificate in conjunction with a valid state or government issued picture I.D., or naturalization papers). 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 both parents 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.

CUSTOMER SERVICE: If assistance is required while on tour, BRT's on-site staff must be notified and will take the appropriate action. Under no circumstances will long-distance phone calls to our home office be reimbursed. If the matter cannot be resolved, please write the Customer Service Division. 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. Participant(s) and operator agree to resolve any legal dispute only in a court of competent jurisdiction in Hennepin County under Minnesota law. Any action or suit against BRT must be commenced within one year after the scheduled termination of the flight or forever barred.

MORE THAN A MEAL DEAL: BRT provides meal coupons for all meal plans. Coupons 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 this meal plan and is not responsible for acts, errors, failure to honor agreements or omissions by individual restaurants/establishments. Meal menus, schedules, and participating restaurants/establishments are subject to change at any time.

MAJOR CHANGE: If BRT makes a major change prior to your flight departure, participant has the right to cancel and receive a full refund according to the terms listed below. In accordance with Part 380 of the DOT's Special Regulations, 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 substitution of any hotel that is not named in the operator-participant contract; and (4) 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.

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 have been issued; therefore, the tour participant is responsible for re-confirming both outbound and return flights.

FLIGHT DELAYS: Flight delays are unfortunate, but are an inherent risk in air 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 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.

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 are provided by Ryan International, Sun Country, USA 3000, North American Air, Air TransAt, Champion Air, Planet Air, Royal Air, Northwest Airlines, Air 2000, Reno Air, Allegro Air, Tradewinds Airlines, Omni Air, Transmeridian, Miami Air, Continental, and American Trans Air. Public charters are operated by Holiday Express, Trans Global Tours, LLC., Apple Vacations, Sun Trips, Sunquest, STS, Sunjet, SCC, Worry Free Vacations, and SEI. Scheduled air services are provided by Continental, American, Northwest, AeroMexico, United, Mexicana, Frontier, Sun Country, ATA, and America West. 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.

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 while at any establishment or event in accordance with the Party Extravaganza itinerary or any optional activity and/or tour participated in by its clients.

OPERATOR'S OPTION PLAN: BRT reserves the right to use Friday, Saturday or Sunday departures of your chosen weekend. The following are considered "co-terminal" airports. New York (Newark, JFK, LaGuardia); Washington (BWI, National, Dulles); Chicago (O'Hare, Midway); Detroit (Metro, City).

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 our control, 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.

FOR MORE INFORMATION: Contact the Representative or Travel Agent listed on the front of this flyer, or Bianchi-Rossi Tours at 952-933-2455 or 800-875-4525 or visit our Web Site at www.bianchi-rossi.com.