

OLIVIA TERMS AND CONDITIONS FORM 2020 Polar Bear Photography Safari II

IMPORTANT: The following terms and conditions set forth the contract between the Traveler and Olivia and each Traveler is advised to read these terms and conditions carefully. This contract must be signed and returned to Olivia immediately upon receipt of Traveler's deposit, but not later than 72 hours, to guarantee a reservation.

The term Olivia shall mean The Olivia Companies, LLC, Olivia Cruises and Resorts, and Olivia Records, Inc. and shall include any affiliates, servants, agents, and/or employees, in connection with any service related to, arising from, or in any way connected with the travel and tour, including but not limited to all booking(s), transportation, lodging, and any other activities which arise from and/or in connection with the travel and/or tour. The term Traveler shall mean the party making the reservation as well as all parties and/or individuals for whom the reservation is made, who must also sign this contract to ensure their reservation is confirmed and by signing below certify that each is at least 21 years of age. The term Traveler shall also signify all assignees, subrogees, heirs and successors in interest. In signing this Travel Contract, Traveler acknowledges and agrees to the following:

1. Olivia acts as an agent for Traveler in arranging the travel and tour. Travel and tour as that term is used in this contract, includes but is not limited to, all air transportation, land transportation, water transportation, accommodations, shipboard services, and shoreside activities arranged by or in any way connected with Olivia. The travel and tour operations are performed by third parties who Olivia does not control or supervise, or act in concert with. Traveler agrees Olivia is not responsible and shall not be liable for any delay, loss, injury, sickness, or damage, cost or expense whatsoever arising from any act or omission or failure in performance of any such third party. Traveler further acknowledges that photos and/or videotapes may be made by or on behalf of Olivia during the travel and tour for promotional purposes. If Traveler desires to be excluded from such photos and/or videotapes, Traveler must notify Olivia in writing at the time this contract is presented to Olivia, in which case Olivia shall make reasonable efforts to exclude Traveler from the photos and/or videotapes.
2. Cruise line(s), carrier(s), resort(s), shore excursion operator(s), tour agent(s), tour operator(s), and other such third parties may issue their own contract(s), and Olivia is hereby expressly authorized to enter into and/or accept such contract(s) on Traveler's behalf. Any cruise ticket contract shall be forwarded to Traveler prior to departure of the cruise. The performance of any transportation and/or services undertaken by any cruise line(s), carrier(s), resort(s), hotel(s), shore excursion(s), operator(s), tour agent(s), and/or tour operator(s) in connection with the travel and tour shall be the sole and exclusive responsibility of the said carrier(s), resort(s), hotel(s), shore excursions operator(s), tour agent(s) and/or tour operator(s), as the case may be. In arranging the travel and tour and in performing any related services, Olivia makes no warranties nor representations to Traveler whatsoever, and in any event shall not be liable for any delay, cancellation, change in itinerary, or variation from schedule or advertised services, or loss or damage arising from any cause whatsoever.
3. Any controversy or claim arising out of or relating in any way to this contract, including any claim for personal injury or loss, delay, sickness or damage whatsoever arising therefrom, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, subject to the venue and choice of law provisions set forth in Paragraph 4 hereinafter. Traveler further agrees that any claim, suit, cause of action or legal proceeding whatsoever that is commenced against any cruise line(s), carrier(s), resort(s), hotel(s), shore excursion operator, tour agent(s), and/or tour operator(s) by or on behalf of Traveler shall also be subject to and settled by arbitration in accordance with the foregoing, if Olivia is named as a co-defendant, cross-defendant, or made a party in any capacity whatsoever in said suit. In such case this arbitration provision shall be for and inure to the benefit of said cruise line(s), carrier(s), resort(s), hotel(s), shore excursion operator(s), tour agent(s), and/or tour operator(s).
4. Traveler acknowledges and agrees this contract shall be subject to and interpreted in accordance with the laws of the State of California to the exclusion of any other laws of any state or nationality. Traveler further acknowledges and agrees that any controversy or claim arising out of or relating to this contract, including but not limited to any arbitration proceeding and/or any suit to enter judgment upon an arbitration award, as well as any other suit or legal proceeding whatsoever, shall only be commenced and prosecuted within the State of California to the exclusion of any other state, territory, or other venue whatsoever.
5. Traveler acknowledges that we may determine that for your safety, the safety of the ship, hotel, resort or other means of transportation or the safety or comfort of other passengers or our employees, you should be denied a reservation or other services either before or during the Olivia vacation. In any such circumstance you may be confined to your room, quarantined, or refused participation in any conduct or activities of any nature without liability to us for a refund, payment or compensation whatsoever. In addition, we may determine that for your safety, you should be required to travel with a care provider. These would include, but not limited to, situations where: (a) you are or become in such condition as to be unfit to travel or display inappropriate and/or dangerous conduct towards other passengers or employees; (b) you are inadmissible under the immigration or other laws of any country included in the cruise or land portion of the Olivia vacation or fail at any time to possess required travel documents; (c) you fail to abide by the rules or orders of the ship's, hotel's, resort's or Olivia's employees; or (d) you solicit other passengers or employees for commercial or professional purposes or advertise goods or services at any time without our prior written permission. If transportation is denied after departure, you and your baggage may be landed or transported to any port or location that we select, without any resulting liability for refund, payment, compensation or credit on our part. If you are disembarked, asked to leave a hotel or resort property or any other actions are taken for any reason pursuant to this paragraph, you will not be entitled to any refunds or damages.

DISCLAIMER OF LIABILITY: Olivia makes no representations, warranties, or guarantees as to the content, timing, itinerary, duration or amenities of the travel and tour hereof or any travel or activities arising from or related to said travel and/or tour. Traveler acknowledges and agrees that Olivia shall not be liable for any loss, damage, cost, or expense whatsoever for any failure of performances, improper act or any omission to act by Olivia, in connection with or in any way related to the travel and/or tour, including but not limited to all booking(s), transportation, lodging, shore excursions, and/or any activities whatsoever which arise from and/or in connection with the travel and/or tour. Traveler agrees to indemnify Olivia for any claims, suits, causes of action and/or other legal proceedings whatsoever brought by or on behalf of any cruise line(s), carrier(s), resort(s), shore excursion operator(s), resort(s), tour operator(s), tour agent(s), tour operator(s), and other such third parties arising from any claim, suit, cause(s) of action, or other legal proceedings commenced by or on behalf of Traveler against such third party(ies).

PAYMENT SCHEDULE AND CANCELLATION FEES (PER PERSON)

Balance to be paid in agreed monthly payments* due the 15th or last day of each month, based on the date of invoice. Reservation must be paid in full eight months prior to departure. Reservation subject to cancellation for non-payment according to **agreed upon terms. All vacation extensions non-refundable except as noted in brochure.**

CANCELLATION FEES		OTHER FEES
Initial Deposit \$2,500 NON-REFUNDABLE		\$75 per person Name Change Fee
Cancellation Fee 422 days or more prior to trip date	\$2,500 non-refundable deposit	\$50 per person for payment plan changes
Cancellation Fee 421-361 days prior to trip date	25% of trip cost	\$25 late fee for payments received 10 days late
Cancellation Fee 360-301 days prior to trip date	50% of trip cost	\$25 NSF Check Fee
Cancellation Fee 300-241 days prior to trip date	75% of trip cost	\$25 Rush Fee + Shipping (within 15 days of departure)
Cancellation Fee 240-0 days prior to trip date (NON REFUNDABLE)	100% of trip cost	\$10 per person payment plan fee per monthly payment

*Please consult the Traveler Info tab on our website for more information.

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Regardless of what initial deposit is paid, standard non-refundable fees still apply as outlined above. For reservations on payment plans, account must be paid in full 60 days prior to scheduled date of embarkation or reservation is subject to cancellation. A fuel surcharge may be or become due and Traveler agrees to pay such charges and fees upon demand. Non discountable amount (NDA), which includes port taxes and gratuities**, is not included in the advertised fare. This amount is not subject to any promotional discounts and is subject to change without notice. Please note that a cancellation is not effective until it is received in writing at the Olivia offices at 434 Brannan Street, San Francisco, CA 94107. Resale of reservations/ tickets is not permitted. Failure to return signed Terms & Conditions form and/or Credit Card Authorization form may result in cancellation with no refund. **Some cruise lines include an additional 15% gratuity charge on your bill for anything ordered at the bar, including sodas and water.

Traveler agrees to furnish e-mail address and will receive e-mail communications from Olivia. Olivia will not share e-mail addresses with any other party (view our Privacy Policy for more information).

SIGNATURE/AUTHORIZATION - To be signed by each Traveler

I have read, understand and agree to the terms, liability, responsibility, payment schedules, deposit policy, cancellation policy, and video/photographic release as written above. I have been offered travel insurance by Olivia and/or my travel agent. This contract is enforceable by the laws of California. Traveler acknowledges and understands that cruise itineraries and schedules are subject to change with or without notice.

Print Name #1: _____ Olivia ID: _____ Print Name #2: _____ Olivia ID: _____

Signature #1: _____ Date: _____ Signature # 2: _____ Date: _____

Please sign and return to: The Olivia Companies, LLC, 434 Brannan St., San Francisco, CA 94107 | Phone #: 415.962.5700 | Fax#: 415.962-5710 CST# 1009281-40
