



# Midnight Son Tours

Luxury Outdoor Adventure Tours | Seattle – Anchorage | Tel: (907) 953-2718

## Payment Details for Women’s Alaskan Adventure June 15-21, 2019

### Overview of Terms and Conditions

- 100% deposit is required at the time of booking.
- All cancellations must be received in writing. Cancellations made more than 90 days prior to departure are subject to forfeiture of 25% of trip cost. Cancellations made between 90-61 days prior to arrival are subject to forfeiture of 50% of trip cost. Cancellations made 60 days or less prior to departure are subject to 100% of trip cost.

Fee structure **per person**, *not including gratuity\**

	Full Fare
**Double/Single Occupancy	<b>\$8,390</b>

*Pricing: Rates are based on minimum 12 guests. Final pricing depends on total guest count.*

*\*Gratuity not included for Stillpoint Lodge staff or excursions.*

*\*\*Single occupancy at Alyeska Resort; double occupancy at Stillpoint Lodge.*

### Wire transfer information

Company Name	MST LLC
Bank Name	Wells Fargo
Bank Address	4134 100 <sup>th</sup> Ave. SE, Mercer Island, WA 98040
MST LLC Account #	8879178492
USA Domestic Wire Routing #	121000248
International Wire Routing #	WFBIUS6S

### Full Booking Terms and Conditions

Please read this Agreement thoroughly and carefully before booking a trip with Midnight Son Tours LLC.

**Agreement:** The terms and conditions set forth in this Agreement constitute the entire understanding between you the trip “Passenger” and Midnight Son Tours LLC, dba “Midnight Son Tours” or “MST” with respect to all bookings, tours or transactions made with Midnight Son Tours LLC.

By submitting a booking form and signing this Agreement, the Passenger accepts all the terms in this Agreement and directs us to perform services on your behalf. All persons named in this booking (“Passengers”) are subject to this Agreement. By signing this Agreement, you affirm that you have made all other Passengers listed in the booking aware of these terms – regardless of how final payment is made – and that all Passengers accept these terms.

**Reservations:** You may reserve space on the tour by email, web form or telephone. A booking is

not final until you receive confirmation from MST. A 100% deposit per person is required at the time of booking. Reservations made within 30 days of departure require a \$500 non-refundable booking fee to start the booking process. This fee will be credited to the final trip cost in the event of a confirmed itinerary.

Payments may be made by PayPal or wire transfer. Credit card payments will also be accepted, but will incur a 3% processing fee per transaction. If paying by wire transfer, your itinerary will be confirmed once payment has cleared the bank.

**Cancellation:** All cancellations must be received in writing; you may submit your request via email at [info@midnightsontours.com](mailto:info@midnightsontours.com) or mail at 4134 100<sup>th</sup> Ave. SE, Mercer Island, WA 98040. Cancellations made more than 90 days prior to departure are subject to 25% forfeiture of the trip cost. Cancellations made between 90-61 days prior to arrival are subject to 50% forfeiture of the trip cost. Cancellations made 60 days or less prior to departure are subject to 100% forfeiture of the trip cost. In cases where payment is late, MST reserves the right to treat the booking as cancelled by you.

- More than 90 days prior to departure – 25% forfeiture of trip cost
- 90-61 days prior to departure – 50% forfeiture of trip cost
- 60 days or less prior to departure – 100% forfeiture of trip cost

Refunds will not be provided for any unused portion of the trip once the tour begins, including if you leave a tour for any reason or must be removed from a tour. There are no exceptions to this cancellation and refund policy, including for reasons related to weather, terrorism, civil strife, personal, family or medical emergencies or any other circumstances beyond our control. For this reason, MST strongly encourages each Passenger to purchase trip cancellation and interruption insurance.

**Alterations:** If you change your tour dates or alter your itinerary after MST confirms your tour, a change fee will be imposed. The type and scope of change dictates the amount of the change fee. Our outside suppliers, including hotels, often impose additional fees or penalties for changes and cancellations made. These will be included in the change fee and can be substantial.

MST reserves the right to cancel, alter or modify the tour without prior notice for any reason, especially for the safety and/or comfort of passengers. You acknowledge that the amenities, accommodations, transportation, route, schedule and itinerary may change without notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing issues and other unforeseeable factors. If, prior to departure, MST makes a significant change because of a problem with a supplier (e.g. bankruptcy), we will, as soon as reasonably possible, notify you of available alternatives.

Any changes may require a supplemental payment from you or result in a refund less any cancellation fees and/or non-refundable deposits. In the rare occurrence that MST cancels the trip, a check for full refund will be issued to you less any airline ticket cancellation fees and/or non-refundable deposits advanced to local suppliers. This refund will constitute full settlement of claims you may have arising from our cancellation. No other refunds under this section will be provided due to cancellations or changes due to Force Majeure.

**Rates:** Rates are based on tariffs, fees, airfare, fuel charges, and other costs at the time of this Agreement. MST reserves the right to adjust final trip cost due to inflation, fuel charges, labor or materials, airfare, supplier costs, currency exchange rates, tariffs, government fees and/or

admission cost changes. The Passenger agrees to any such increase due to issues out of the control of MST and/or its suppliers.

**Credit Card Authorization:** MST requires a credit card on file, even if the Passenger chooses to use a different method of payment for trip charges. The Passenger authorizes MST to charge your credit card for any change fees, price increases or supplemental payments that you incur post-booking. If you prefer a different method of payment, please notify MST in writing at the time of booking.

**Personal Expenses:** You will not be reimbursed for any personal expenses such as airfare, hotel or other travel expenses due to changes in itineraries or tour cancellations.

**Responsibility:** MST acts only as an intermediary for the various independent suppliers that provide lodging, meals, transportation, sightseeing, activities or other goods and services connected with your tour. The Passenger acknowledges that you are aware and understand these suppliers are independent contractors, are not managed by MST and are not agents or employees of MST. A supplier's services are subject to the supplier's own terms and conditions and the local laws and regulations of the relevant country. MST will make every attempt possible to provide a refund for cancellation or overbooking less any non-refundable deposits and/or cancellation fees.

**Force Majeure:** MST will not be deemed in breach of this Agreement or otherwise liable to you, due to delay in performance or nonperformance of any of its obligations under this Agreement to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" is considered any circumstances beyond the reasonable control of MST, including, without limitation to, acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions and any unforeseen circumstances.

If MST and/or any of its suppliers are affected by Force Majeure, they shall be entitled to, and may in their sole discretion, vary or cancel any itinerary or arrangement in relation to the tour. Regarding civil unrest, once MST has investigated the prevailing situation, as it deems fit, it shall remain in MST's sole and absolute discretion whether to proceed with the tour.

**Insurance:** The tour price does not include trip insurance. MST **strongly encourages** that you purchase comprehensive trip insurance, covering trip interruption and cancellation, baggage, medical, accident/life, evacuation, repatriation and other expenses which might arise because of loss, damage, injury, delay or inconvenience occurring to you.

**Pre-Departure Documentation:** It is important that each Passenger carefully read all trip-related documents that you receive from us as soon as you receive them. It is your responsibility as the Passenger to contact us if any information is incorrect. We cannot accept any liability if you do not notify us of any inaccuracies within 7 days of your receipt of those documents. This Agreement, a waiver of liability and assumption of risk and, if required, a medical statement or certification must be signed and submitted by you. If you fail to submit this and other necessary documentation prior to departure, we reserve the right to treat your booking as cancelled by you and impose the cancellation fees described in this Agreement.

**Passports/Visas:** The Passenger is responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire tour. Passports are required for all citizens traveling abroad and should be valid for at least 6 months after your date of return. We

suggest you apply for or renew a passport early. Other required documents may include visas, permits and vaccination certificates. The Passenger assumes complete and full responsibility for checking and verifying all passport, visa, vaccination, or other entry requirements. You are also solely responsible for any adverse consequences resulting from incomplete or defective documentation. While MST may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to the Passenger, we are not responsible for any errors or omissions as to the information provided.

**Health Requirements/Medical Information:** This tour is designed for the adventure-enthusiast with specific outdoor and adventure excursions included; we will also be traveling to some remote areas of Alaska which may have limited facilities. By signing this Agreement, each Passenger represents that they do not have any physical or other conditions that would create a hazard for themselves or other Passengers or affect other Passenger's enjoyment of the tour. If you have a physical condition, dietary restrictions, or other conditions that will require special attention during the tour, it is the responsibility of the Passenger to inform MST in writing when the booking is made. We may require a medical certificate if you have a special condition. We reserve the right in our sole discretion to accept, decline, or remove anyone from the tour (at departure or during the tour) who we judge to be incapable of meeting the tour's physical demands.

MST assumes no responsibility for any medical care provided to you. The Passenger agrees to assume all costs of medical care and related transportation that are provided to you during the tour.

**Complaint Procedure:** If any Passenger has a complaint during the tour, you must promptly notify MST staff or your group leader of the issue so that they can attempt to remedy the situation. Failure to do so while you are on the tour will extinguish or reduce your ability to claim compensation from MST. Further, if you attempt to address the problem on your own without using this notice procedure, you assume responsibility for any added costs you may incur and forfeit any potential refunds.

If you are not satisfied after using this notice procedure, please submit your complaint in writing to MST within 7 days of the tour's end date. MST will not accept any liability for claims received after this period.

**Tour Start Date:** It is the Passenger's responsibility to be ready to embark on the tour as specified in the itinerary. MST is not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures.

**Compliance with Local Laws/Tour Etiquette:** Each Passenger must strictly comply with all local laws, respect local customs and culture, accurately assess your abilities, respect other trip members' privacy, and follow the suggestions and advice of any assigned guide. The decision of the local guide or supplier is final on all matters that may threaten the safety or interfere with the well-being of others. During the tour, MST or the local guide/supplier has the right in its sole discretion to remove anyone who (A) is judged to be incapable of meeting the demands and requirements of participating in the tour activities and/or (B) is determined to detract from other Passengers' enjoyment of the tour.

**Photo/Video Release:** The Passenger agrees that MST may use, re-use and reproduce any images, photos or videos that you send to us, or that are taken by our guide and/or other Passengers of you individually or in a group, in any medium, including but not limited to print,

electronic media or Internet, free of charge and without your right to inspection, for promoting and publicizing our travel products and services worldwide. If you do not want MST to use any images of you that are taken by us or other Passengers during the tour, you must inform us or the group leader in writing at the start of the tour.

**Limitation of Remedies:** You agree that the sole remedy for any default by MST arising under this Agreement shall be the return of the paid tour cost. To the maximum extent permitted under applicable law, MST shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this Agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if MST has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages.

**Severability:** If any provision of this Agreement shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the Agreement unenforceable or invalid. Such unenforceable provision will be replaced with one that is valid and enforceable, and which achieves, to the extent possible, the original objectives and intent of the original provision.

**Successors and Assigns:** This Agreement shall inure to the benefit of and be binding upon MST and the Passenger and their respective heirs, legal personal representatives, successors and assigns.

**Updating of Terms and Conditions:** MST reserves the right to update any/or alter these terms and conditions at any time. MST will inform each Passenger of any changes made between the date this Agreement is signed and the termination of your tour.

**Applicable Law and Choice of Forum:** Any dispute arising out of this Agreement, including all tort claims – whether such dispute arises in contract or in tort or otherwise – shall be resolved exclusively by the state and federal courts located in Washington state. The laws of the State of Washington, U.S.A., govern this Agreement.

**Merger:** This Agreement is the final, complete and exclusive statement of the Passengers' Agreement on the matters contained in this Agreement. It supersedes all previous negotiations and Agreements.

**What we Need (for Booking)**

- Full Passenger name (as listed on passport)
- Passenger birthdate
- Passenger weight (for flightseeing)

I, the Passenger, have read this entire Agreement, and am signing it freely. I understand that this is a legally binding contract. No other representations concerning the legal effect of this document have been made to me. My signature applies to all pages of this Agreement.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_