



## TRAVEL TERMS & CONDITIONS-TERMS OF SERVICE

Understand the **Moondance Events & Travel, Inc.** terms of service before you begin your traveling. Find all of the information you need regarding travel terms and conditions.

1. PLEASE CHECK YOUR DOCUMENTS when you receive them. Call us if you have any questions.

2. CHECK-IN Minimum check-in for domestic flights is 1 to 1 ½ hours international flights, 2 to 3 hours. Due to heightened security measures, it is advised you allow extra time before scheduled departure. Failure to arrive within your airline's specified time could result in denied boarding.

3. PROOF OF IDENTITY All passengers must present accepted photo identification such as a passport or other state or government--issued photo

Please go to [www.tsa.gov/travelers/airtravel/acceptable\\_documents.shtm](http://www.tsa.gov/travelers/airtravel/acceptable_documents.shtm) to find latest information on required documents. International destinations may have additional requirements such as a visa that you must obtain prior to departure. If you are a non US citizen, different immigration requirements apply. You are responsible for contacting consulate(s) required. Without proper identification, or passport and necessary visas, you will not be permitted to depart.

4. RECONFIRMATION Reconfirm the use and time of flights at least 24 hours for domestic and 72 hours for international. Failure to use any reservations may result in automatic cancellation of all continuing and return reservations.

5. EXCURSION AND PROMOTIONAL FARES Most discount fares involve certain restrictions. A change in carrier(s) flight(s), time(s) or routing(s) could result in a carrier demanding a full fare. Obtain agency or airline assistance before making changes.

6. TIMES, FLIGHTS AND FARES are based on current tariffs that are subject to change without notice.

7. IF YOUR PLANS CHANGE ENROUTE, check with your travel agent or airline carrier for charges, changes and applicable fees.

8. OVERBOOKING- Airline flights may be overbooked. A person denied boarding on a flight may be entitled to a compensatory payment. The rules for denied boarding compensation are available at all ticket counters.

9. TICKETS - Most tickets have value. Any unused flight coupons must be returned in order to determine refund value. Lost, stolen or destroyed tickets must be paid for until refund is received from the issuing carrier, subject to an airline imposed service charge.

10. CANCELLATIONS AND REFUNDS -We reserve the right to charge processing fees in the event of refunds, cancellations and other services. To change or cancel your flight itinerary, you must do so prior to originally scheduled departure. No value remains after departure. If you are holding guaranteed hotel or car reservations you wish to cancel, you must contact the vendor directly adhering to their cancellation policy. We are not responsible to pay you for any loss you incur due to your failure to travel or your failure to follow the change or cancel policies of any travel vendor.

11. HOTELS are usually confirmed on a guaranteed payment basis. If you cancel or change plans, please notify your hotel(s) within the time period specified by that hotel. Rules may vary by property.

12. TOUR, CRUISE AND PACKAGE PRICES are subject to change without notice due to currency fluctuations, tariff changes or increase in operational costs. In addition, group tours/packages are based on a minimum number of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed on all passengers.

13. DISCLAIMER OF LIABILITY- **Moondance Events & Travel, Inc.** is acting as a mere agent for suppliers in selling travel-related services, or in accepting reservations or bookings for services that are not directly supplied by this travel agency ( such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.). This agency, therefore, shall not be responsible for breach of contract or any intentional or careless actions or omissions on part of such suppliers, which result in any loss, damage, delay, or injury to you or your travel companions or group members. Unless the term "guaranteed" is specifically stated in writing on your tickets, invoice, or reservation itinerary, we do not guarantee any of such suppliers' rates, bookings, reservations, connections, scheduling, or handling of personal effects. Travel agent shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with any terrorist activities, social or labor unrest, mechanical or construction failures

or difficulties, diseases, local laws, climatic conditions, criminal acts or abnormal conditions or developments, or any other actions, omissions, or conditions outside the travel agent's control. Traveler assumes complete and full responsibility for, and hereby releases the agent from any duty of, checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations, during the length of the proposed travel. For information concerning possible dangers at International destinations, contact the Travel Advisory Section of the U.S. State Department (202) 647-5225. For medical information, call the Public Health Service (404) 332-4559. By embarking upon his/her travel, the traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of such risks, and is advised to obtain appropriate insurance coverage against them. Traveler's retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above, and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

14. HAZARDOUS MATERIALS - Federal law prohibits the carriage of certain hazardous materials, such as aerosols, fireworks, and flammable liquids, aboard the aircraft. If you do not understand these restrictions, contact your airline or go online to [www.faa.gov/about/initiatives/hazmat\\_safety/](http://www.faa.gov/about/initiatives/hazmat_safety/).

15. INSECTICIDE SPRAYING - Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. In such cases, federal law requires that I refer you to DOT's disinsection website at <https://www.transportation.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>

16. WE STRONGLY RECOMMEND TRAVEL INSURANCE. There are different types of medical, baggage or trip cancellation insurance from the supplier or the agencies. NOTE: Insurance coverage usually will not cover pre-existing conditions and may have other restrictions and exclusions. Consult the insurance carriers direct for details. Trip insurance or waivers provided by the supplier may not offer insolvency coverage.

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**Moondance Events & Travel, Inc.** has endeavored to secure the lowest possible fare, suitable for your travel requirements, based on space available at the time of booking, accessible sources of information, and knowledge of agents involved. This agency cannot guarantee, in view of the deregulation of airline fares, that the fare indicated on the ticket will be the lowest possible fare at departure date. Please contact this travel agency

before departure if you wish to recheck any newly introduced fare that may correspond with your specific travel requirements.

PLEASE NOTE that retention of tickets, reservations or bookings after issuance shall constitute acceptance of all the provisions in the conditions listed hereto, as well as those terms and conditions set forth in the announcements and circulars of the tour/package, cruise or service.

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#### WHAT YOU SHOULD KNOW ABOUT THE POSSIBILITY OF AIRLINE BANKRUPTCIES

1. If an airline declares bankruptcy, it is not obligated to carry you or to refund tickets issued before the bankruptcy. Travel agents are not allowed to refund tickets on airlines which have declared bankruptcy. Money given to a travel agent immediately becomes the property of the airlines, and we are required by laws to comply with airlines' orders.

2. If an airline declares bankruptcy, it might continue service, limit service, or stop completely. Other airlines might accept passengers under limited circumstances or may refuse to accept any passengers from the defaulted carrier. Meanwhile there are fine travel insurance plans available for passengers to protect themselves in case of airline bankruptcies.

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#### CANCELLATION DISCLOSURES

You must state in writing and with specificity all terms and conditions relating to the air or sea transportation or travel services. Whatever cancellation policy you follow, it must be conspicuously and completely made known to the purchaser at the time of purchase. Any cancellation penalties not so disclosed in writing are unenforceable

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#### DISCLOSURE OF RIGHT TO PROMPT REFUND IN THE EVENT OF CANCELLATION

Upon cancellation of the transportation of travel services, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the passenger, all sums paid to the seller of travel for services not provided will be promptly paid to the passenger, unless the passenger advises the seller of travel in writing, after cancellation. This provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where

the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the passenger with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel proof, of current registration of that wholesaler.

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#### TRAVEL CONSUMER RESTITUTION FUND (TCRF) DISCLOSURES

This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRC's website at: [www.tcrcinfo.org](http://www.tcrcinfo.org)