

## **Creative Edge Travel, LLC**

### **FIT Sales Agreement**

Date of Effect: 03/26/2024

#### **1. Parties**

This agreement is entered into by and between Creative Edge Travel, LLC (“Company,” “We,” “Us,” “Our”) and you, the Client (“Client,” “You,” “Yours”). It applies to custom trip bookings and services for private clients *not* joining a pre-arranged group tour open to the public. By purchasing an Activity, Experience, Workshop, Class, or Tour (“Tour”) with Creative Edge Travel (“CET”) you agree that you have read, understood, and agree to this agreement. You must not accept a booking with CET unless you agree to these terms and conditions. The services to be provided are those referred to in your emailed booking confirmations (collectively, your “Confirmations”).

#### **2. Passport and visas**

- A. You must have and bring with you a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries which you will visit during your CET Tour.
  
- B. Your passport must be valid and not expire for 6 months beyond the departure date of the international flight you are taking to begin your Tour, and with a minimum of 2 blank passport pages available.
  
- C. It is your responsibility to ensure that you are in possession of any correct visas, permits and/or certificates for your trip. We are not responsible if you are refused entry to any country or region because you lack the correct passport, visa or other travel documentation needed for your departure/return, nor will you be entitled to any refund from CET. Once you begin your Tour, should you lose or have your passport stolen, and/or any visa or travel documentation that prevents you from participating in the remainder of the Tour, you will not be entitled to a refund of any kind from CET.

#### **3. Health requirements**

It is your responsibility to ensure that you are in healthy physical condition to allow full participation in the trip and to obtain proper and detailed medical advice for the latest health requirements and recommendations for your destination. If you do not do so and are either not allowed to enter any country by direction of any government/immigration entity, or suffer

personal injury as a result, we have no liability to you of any kind for any loss, injury, or damage which you may suffer. You warrant that you are physically and mentally able to participate in the Tour and that you currently have no known or suspected physical or mental condition which would impair your ability to participate in the Tour or which could be aggravated as a result of the Tour.

#### **4. Required information**

- A. To enable us to confirm your CET Tour arrangements, you must provide all requested details. Necessary details vary by Tour, and include but are not limited to your full name listed on your government issued passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. On some more demanding Tours we may also require you to complete and forward a Self-Assessment form. Failure to provide requested details may result in additional charges or non-refundable cancellation of your Tour at CET's election.
  
- B. You agree to provide CET with a scan of your passport that must be emailed to CET within sixty (60) days of the commencement of the Tour. Failure to provide this scan timely shall result in a \$25/per day late presentation charge, and if not provided within thirty (30) days prior to the commencement of your Tour, you will not be able to participate in the Tour, nor will you be entitled to a refund- in this instance, you may only apply the full cost you paid for your CET Tour as a credit toward a future CET Tour to be used within one year. Beyond one year, your credit cash value will diminish by 20% for each additional month that the credit is not applied.
  
- C. CET will request knowledge regarding any dietary restrictions/allergies you may have - in doing so CET will make reasonable efforts to try to accommodate the dietary restrictions/allergies you may have, but you expressly agree that you fully assume the risk for any and all food or drink consumed during the Tour and that CET will assume no risk, whether casual, negligent, or grossly negligent, with respect to your dietary restrictions/allergies in any way possible.

#### **5. Fees**

- A. CET Tour fees are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means that our Tour prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same Tour have been charged different prices. Your best option if you like the price you see is to book at that time. Any reduced pricing or discounts that may

become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply. Note that prices may vary depending on which currency the booking is made and the current exchange rate. Please also note that certain additional charges (“Additional Charges”) may apply during the Tour for things such as extra charges for transportation beyond the agreed upon schedule, or other items such as incidental needs during the Tour. In all instances it is your responsibility to pay for these Additional Charges unless CET elects at any time (at its sole discretion) to cover these charges.

- B. CET Custom Planning Fees depend on a variety of factors such as number of persons on the tour, length of the tour, number of destinations on the tour, number of activities on the tour, and whether or not flights, accommodations, and restaurant reservations are necessary, among other things.
- C. Due to the highly tailored nature of our Tours and services, CET reserves the right to apply a Last Minute Planning Fee to any requests received less than two (2) months prior to the Tour start date. The fee is at the sole discretion of CET and depends on variable factors such as season and current demand, as well as the factors listed above in section 6B of this Agreement.
- D. Once a Tour itinerary has been finalized and final payment has been made, a \$100 Revision Fee will be charged per change should you make any change requests to the itinerary.
- E. The cost of your itinerary will be presented as one package price and will not be broken out into an itemized list.

## **6. Confirmation & Payment**

A deposit of 25% is required to secure your reservation. The remainder of your payment will be due sixty (60) days prior to your Tour start date. A custom CET Tour is considered booked and confirmed after the client has paid the deposit and CET has reconfirmed availability with all partners involved in the itinerary. You will receive an email from Us when availability has been verified and final bookings have been confirmed.

## **7. Optional Activities**

Optional activities not included in the Tour price do not form part of the experiences or this contract. You accept that any assistance given by your group leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of any optional activity will be between you and the activity provider.

## **8. Cancellation by us**

- A. If we are forced to cancel your CET Tour, or any CET Tour at any time, we may do so without any liability whatsoever, up to sixty (60) days before departure. In doing so you will receive a full cash refund.
  
- B. We may also cancel your CET Tour without any liability whatsoever **at any time prior to departure if**, due to terrorism, epidemics, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your CET Tour under either of these circumstances, at our sole discretion you can receive a credit for any amounts paid which can be applied to an alternate departure date. In circumstances where the cancellation by CET is due to external events outside of our reasonable control, refunds will be less any unrecoverable costs that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.
  
- C. If you are asked to leave a tour for bad behavior, violence, or any other disruptive action, you will not be refunded.

Please note that CET will not refund any payments until we have received refund monies from applicable suppliers. This can sometimes take up to sixteen (16) weeks or more, and in some cases we may not be able to recover costs from certain partners depending on their own cancellation policy.

## **9. Cancellation by You & Refund Policy**

Cancellations must be made in writing to [sierra@creativeedgetravel.com](mailto:sierra@creativeedgetravel.com) and are not official until the Founder, Sierra Busch, has acknowledged the cancellation. All cancellations automatically incur an administration fee of \$250.

**A. Cancel 90 days or more before departure:** Permitted that the itinerary we've planned does not change, amounts paid can be applied to a future trip date within 12 months from the date of cancellation. Additional planning fees will incur for any changes to the itinerary we've already planned. Availability and pricing is not guaranteed. Should the cost of any element of your tour increase, the difference will be due immediately. Alternatively, you may opt to receive a full refund, less any fees and non-refundable or unrecoverable costs. Your trip planning fee is always non-refundable.

**B. Cancel 89 days or less before departure:** No refunds, no trip credit, and no date changes will be granted.

**C. Cancellations Made at or During Trip:** No refunds, no credit.

**D. No Shows:** No refunds, no credit.

Please note that CET will not refund any payments until we have received refund monies from

applicable suppliers. This can sometimes take up to sixteen (16) weeks or more, and in some cases we may not be able to recover costs from certain partners depending on their own cancellation policy. CET has no special knowledge of suppliers' financial condition and no liability for supplier defaults or for recommending future travel credits with suppliers that may be out of business by the time the client tries to use the credits. CET will assist with obtaining any refunds due or rebooking trips using future credits, but CET will charge a nonrefundable fee of \$250 for such services.

## **10. Discretion of group members**

CET reserves the right to decline to accept or retain any person as a member of the tour at its own reasonable discretion.

## **11. Transferring your booking to another person**

If you wish to transfer your Tour to another person (Assign), you must notify us at least 90 days prior to the proposed departure date, and the person must comply, must be approved by Us, and must agree with this Agreement as well as sign the Liability Waiver. An administration fee of \$250 USD per person per change will apply (in addition to any charges levied by any of our partners that are providing services as a part of your tour). Transferring your Tour to another person less than 30 days prior to the departure date is not permitted, nor will you be refunded in whole or in part.

## **12. Flexibility**

You understand and acknowledge that the nature of your CET Tour requires considerable flexibility and you agree to allow for alternatives. The itinerary provided for each Tour is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, and that you will not be entitled to refunds in part or in whole under such circumstances.

## **13. Material Changes to your CET Tour Itinerary**

While we endeavor to operate all trips as described we reserve the right to change the Tour itinerary without liability. If any of the hotels noted or pictured in your itinerary are not available at the time of booking and a change becomes necessary, we will make every effort to ensure the substituted accommodation will be equivalent in standard. Please refer to materials provided before departure by email for the most recent updates to your itinerary.

- A. **Material Change before departure:** If we make a material change we will inform you as soon as reasonably possible if there is time before departure. The definition of a Material Change is deemed to be a change substantially affecting at least 48 hours during the Tour.

- i. When a Material Change is made you may choose between

1. accepting the change as-is if the change does not increase the cost of your Tour; or
2. Paying any applicable difference in increase for the cost of your Tour if such increase is needed within reasonable time under the circumstances to facilitate your continued participation on the tour; or
3. You may apply the full cost you paid for your CET Tour as a credit toward a future CET Tour to be used within 12 months from the date of departure. Beyond 12 months, your credit cash value will diminish by 20% for each additional month that the credit is not applied.

ii. A change of accommodation, restaurant /food, or transportation provider is not considered a Material Change.

**B. Material Change after departure:** We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances you agree that the additional cost of any necessary itinerary alterations will be covered exclusively by you. Please note we are not liable or responsible in any way for any expenses (incidental or non-incidental) that may be incurred as a result of a material change of itinerary after departure such as accommodations, visas, vaccinations or non-refundable flights, or your inability to continue participation in the Tour, or any need to return to your Home under such circumstances.

#### **14. Assumption of risk**

- A. You acknowledge that the nature of a CET Tour and all Tour activities are adventurous and participation involves degrees of personal risk of injury to your person and property.
- B. Your Tour may or may not involve visiting places where the political, cultural and/or geographical attributes present dangers and physical challenges greater than those present in our daily lives.
- C. You also acknowledge that any activity offered during your CET Tour comes with risks to your person and property that you fully assume and all risk and liability for.

- D. It is your responsibility to acquaint yourself with all relevant travel information and the nature of your Tour booking Confirmations. You acknowledge that your decision to attend and participate on the Tour is made in light of consideration of this information and that you accept and assume 100% of all risks to your person and property without liability of any kind to CET.
  
- E. CET also makes no warranty whatsoever that any other participant attending the Tour will be safe. CET does not provide background checks of any participants beyond verifying their age and validity of passport. CET makes no warranty of safety regarding the mental or physical safeness of any other client participant on the Tour and you fully understand and assume the risk of participating on the Tour with persons whose backgrounds have not been verified.

### **15. Travelers Who Require Special Assistance**

The Americans with Disabilities Act (“ADA”) is only applicable within the United States, and facilities for disabled individuals are limited outside its borders. A qualified and physically able companion must accompany travelers with disability who need assistance. Motorized scooters may be unsuitable for many trips. Transportation services, including many tour motor coaches, may not be equipped with wheelchair ramps. Hotels may have accessible rooms. We do not, however, guarantee that all hotel facilities are accessible for travelers with disabilities.

We will take reasonable measures to cater for any special requirements a disabled traveler may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor’s certificate certifying that you are fit to participate in the trip. If we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we may cancel it and impose applicable cancellation charges when we become aware of these details.

### **16. Complaints**

We make every effort to ensure that your arrangements run smoothly, but if you do have a problem during your trip, please inform the relevant supplier immediately, who will endeavor to solve the problem. If your complaint is not resolved locally, please contact us on +1 (706) 889-1539. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us by e-mail [sierra@creativeedgetravel.com](mailto:sierra@creativeedgetravel.com) within 28 days of the end of your trip, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your

concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint.

### **17. Credit Card Chargebacks**

Before initiating a chargeback related to any supplier of service, you agree to first attempt to resolve directly any disputed transaction fees with us. You agree to indemnify, hold harmless and defend CET against debit memos for credit card chargebacks arising out of: (a) your complaints regarding any service or (b) unauthorized charges by members of your family or former employees of your company. You also agree to refrain from initiating a chargeback dispute for any other reason except fraud. You further agree to pay CET's reasonable attorney fees and expenses if CET has to file suit against you in order to enforce the indemnification provision under this Section 14 of the Agreement or if you initiate a chargeback dispute arising out of a cause other than fraud.

### **18. Severability**

In the event that any term or condition contained in this agreement is unenforceable or void by law or against public policy or for any other reason than such term or condition shall be deemed severed from this contract or amended accordingly only to such extent necessary to allow all other remaining terms and conditions to survive and continue as binding.

### **19. Indemnification**

You agree you will defend, indemnify, and hold harmless CET, CET Staff, and any CET 3rd Party Affiliate Provider from and against any claim, demand, loss, injuries or other causes of action arising out of any damage you cause (whether alone or with others) from any act, omission, violation, or misrepresentation you may make.

### **20. Photos and marketing**

You and your group consent to us using images of you (including the images you send us of the places you visit or people in your group) taken during the trip for advertising and promotional purposes in any platform or medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

### **21. Privacy**

Any personal information that we collect about you may be used for any reasonable purpose associated with the execution and operation of our Tour or to send you marketing material in



relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to the extent necessary to enable us to operate the Tour and your Participation in it.

## **22. Headings**

The headings of the various sections of this Agreement have been inserted for convenience of reference only.

## **23. Relationship of the Parties:**

Nothing contained herein shall imply any partnership, joint venture or agency relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided. The parties have solely and exclusively engaged herein as independent contractors.

## **24. Force Majeure:**

“Force Majeure” means, in relation to CET, any circumstances beyond the reasonable control of CET , (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).

CET shall not be deemed to be in breach of these Terms and Conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If CET, and/or any of its' travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to your trip. Payment of any refund by CET to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although CET shall use its reasonable efforts to reimburse you where possible. However, CET shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to CET of the Force Majeure and applicable cancellation fees.

Regarding civil unrest, once CET has investigated the prevailing situation, as it deems fit, it shall remain in CET's sole and absolute discretion whether to proceed with your trip. You may in such circumstances cancel the trip subject to CET's and each supplier's terms and conditions.

## **25. Coronavirus Pandemic**

As the worldwide COVID-19 coronavirus pandemic remains ongoing at this time, you acknowledge that for this reason, and other reasons not reasonably foreseeable at this time,

your travel plans may be interrupted or canceled by the supplier that is providing them, a government entity or other third party over which we have no control. You further acknowledge that the suppliers' own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern your rights and remedies, including your right to receive a refund, in such an event. Moreover, you understand that should you elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. You acknowledge that CET has no special knowledge of health hazards such as the risk of contracting Covid-19 or any other disease, either during the client's travel or at the client's destination. For the latest travel health information, the client should review the State Department's website at [travel.state.gov](http://travel.state.gov) and the CDC's information at [www.cdc.gov/travel](http://www.cdc.gov/travel). CET has no responsibility for Covid-19-related requirements that travel suppliers and governments may impose from time to time, such as health affidavit forms, health screenings prior to departure or upon arrival, face coverings, or quarantines. For the latest Covid-19 government travel regulations, the client should review IATA's website at [www.iatatravelcentre.com](http://www.iatatravelcentre.com). For the latest travel supplier requirements, check the supplier's homepage. You hereby agree to hold CET harmless and release it from any and all liability for any damages, including but not limited to monetary losses, you may incur as a result of such interruption or cancellation of these travel plans.

## **26. California and Illinois Residents Only**

Upon cancellation of any services, where the Traveler 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 Traveler, all sums paid to CET for services not provided will be promptly paid to the Traveler. In California and Illinois, this provision does not apply where the CET has remitted the payment to another Supplier, without obtaining a refund, and where the Supplier defaults in providing the agreed-upon transportation or service. In this situation, CET must provide the Traveler with a written statement accompanied by bank records establishing the disbursement of the payment to Supplier.

## **27. Copyright Notice**

The content of the website [www.creativeedgetravel.com](http://www.creativeedgetravel.com) or other sites owned and operated by CET, includes without limitation, copyrighted materials, trademarks and other proprietary information, text, software, photos, video, audiovisual recordings, graphics, music and sound. The entire contents of the website [www.creativeedgetravel.com](http://www.creativeedgetravel.com) or other sites owned and operated by CET are copyrighted as a collective work under the United States copyright laws and/or similar laws of other jurisdictions. CET owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to CET. Third-party content providers own the copyright in content that is original to them.

## **28. NO WARRANTIES**

THE CONTENT, CODE, ACCESS, AND OTHER FEATURES OF THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF ACCURACY, RELIABILITY, MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT ANY SUCH FEATURES WILL OPERATE UNINTERRUPTED OR IN AN ERROR-FREE FASHION, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

### **29. Changes to These Terms**

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be posted here on this website and are effective immediately on posting. Please check frequently, especially before you use this website, to see if these Terms changed. Use of the website after any changes to the Terms constitutes your consent to the changes.

### **30. Governing Law:**

This Agreement will be interpreted according to the laws of the State of Georgia in the United States. You agree to make good faith attempts to resolve any disputes that may arise from this agreement first through various forms of alternative dispute resolution, including, but not limited to, amicable negotiations, mediation, or arbitration in Georgia. If the good faith efforts of alternative resolution fail, jurisdiction over any dispute arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships among the parties contemplated by this Agreement shall be filed exclusively in federal or state court in Gilmer County, Georgia. You agree to personal jurisdiction in the specified forum. In the event any action or proceeding is initiated by me in a court outside of Gilmer County, Georgia, you agree to pay our costs and reasonable attorney fees associated with defending such action or proceeding.

### **31. Official Notices:**

For CET shall be in writing and made to [sierra@creativeedgetravel.com](mailto:sierra@creativeedgetravel.com)  
With a copy via first class US mail to 740 Little Rock Creek Rd, Cherry Log, Georgia 30522.  
Official email notice is valid only if receipt is confirmed with reply email from the intended receiving party.

SO AGREED,  
By and Between the Parties hereto.