



# Joie de Provence Tours, LLC

## 2019 Tours RESERVATION APPLICATION

### TERMS & CONDITIONS

The following person (“Guest”) expressly enters into this Agreement of Terms and Conditions (“Agreement”) with Joie de Provence Tours, LLC (“JDPTours”):

GUEST: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number(s): \_\_\_\_\_

Emergency contact person: \_\_\_\_\_ Phone number: \_\_\_\_\_

JOIE DE PROVENCE TOURS, LLC (“JDPTours”). JDPTours operates a tour company and includes all JDPTours’ members, employees, agents, assignees, successors, heirs, and personal representatives.

### TOUR PRICES & PAYMENTS

Tour prices are \$3,995 in U.S. dollars, and quoted per person for a double occupancy room (shared by two people) for seven nights. Single travelers and travelers reserving a one-person private room shall be assessed a single supplement fee of \$500 to cover the additional expense of a single occupancy room. The land cost is quoted as a tour package, and refunds are not given for services not used. Payment of the full tour price(s) is due 90 days prior to the tour date(s). Payments may be submitted via check or money order (payable to Joie de Provence Tours, LLC), or online through PayPal Merchant Services.

### WHAT IS INCLUDED

- 10 nights’ hotel accommodation with en-suite bath. Rooms with one large bed or twin beds are available.
- 10 breakfasts + one main meal each day.
- Local transportation during the week.
- Admission fees for all group events.
- Gratuities for hotel staff.
- Gratuities for restaurant wait staff for all group meals.
- Pick-up and return transportation to either Marseille Provence International Airport (MRS) or Avignon TGV train station at designated times.
- Hotel provides free Internet in your hotel room.

## **NOT INCLUDED**

Airfare, train, or other transportation to/from Provence, optional activities, independent (without JDPTours) travel, laundry, telephone and Internet service outside of the Internet service provided by the hotel, additional food and beverages, alcohol, travel insurance and travel protection, items of a personal nature, and discretionary gratuities for local guides and drivers for transfer and shuttle service.

## **DEPOSITS, RESERVATIONS, & CANCELLATIONS**

A deposit of \$500 paid at least 90 days prior to the tour date(s), along with a tour application, is required to reserve a spot on the tour. JDPTours will provide Guest with written confirmation of reservation. *The balance of the tour price is due 90 days prior to the tour date(s)*; if the balance is not paid by this date, then Guest may forfeit the deposit and tour reservation. Payment of the tour price in full is required for reservations made within 90 days before the tour date(s).

Deposits for reservations paid more than 115 days prior to the tour date(s) are refundable in full within 14 days of receipt by JDPTours. Cancellation by Guest made within: (a) 61-90 days prior to the tour date(s) will result in 70% of the tour price refunded, less the \$500 deposit; (b) 31-60 days prior to the tour date(s) will result in 30% of the tour price refunded, less the \$500 deposit; and (c) 30 days prior to the tour date(s) will result in forfeiture of the entire tour price. Cancellation fees apply regardless of the reason. JDPTours strongly recommends guests purchase travel insurance that includes trip cancellation coverage to protect against financial loss due to certain cancellations and other trip interruptions. If JDPTours must cancel a tour, then Guest may receive a full refund of the tour price, or reserve a place on a future tour.

## **INSURANCE, PASSPORTS, & VISAS**

While Guest's safety, property, and enjoyment of the tour(s) are high priorities for JDPTours, insurance and travel protection is not included with the tour package. JDPTours strongly recommends Guest help protect oneself by obtaining appropriate medical and travel insurance to cover any medical emergency, loss of property, and tour cancellation. Guest is responsible for obtaining any necessary passport, visa, or similar authorization to participate in the tour. See [www.travel.state.gov](http://www.travel.state.gov) or contact the U.S. Department of State's Bureau of Consulate Affairs for additional information regarding foreign travel requirements. (Visas are not required for American passport holders for visits to France of less than 90 days.)

## **PARTICIPATION**

Tours are based on a minimum of four (4) guests, and are generally limited to seven (7) guests. Guests must be at least 18 years of age, unless accompanied by a parent or guardian and the arrangement is approved in advance by the tour operator. For the safety and benefit of the guests, the tour operator reserves the right to alter the itinerary and choice of lodging. The tour operator, in its sole discretion, has the power to remove a guest(s) from the tour without a refund for a guest's inappropriate behavior or unsafe conduct, or if the health and safety of any guest may be at risk. Guest are generally required to be mobile, as the tour(s) may involve walking long distances or on steep hills and uneven terrain, and entering and exiting vehicles. Guest certifies that Guest is in good health and condition to participate in the tour; JDPTours is not medically trained and bears no responsibility for Guest's health and medical care. JDPTours is not responsible for any food allergies that Guests may have. If you have any special circumstances, needs, or concerns, please contact JDPTours prior to making your reservation to determine if the appropriate accommodations can be made. JDPTours reserves the right to photograph or video Guest for promotional purposes. If you wish to not be photographed or recorded on video, please contact JDPTours or the tour operator prior to the beginning of the tour.

## **RELEASE, WAIVER OF LIABILITY, & CLAIMS**

Traveling on any tour and in foreign countries involves certain risks and dangers, including but not limited to illness and loss of personal property and baggage. Guest recognizes and assumes any and all risks involved with traveling and touring, and in the case of guests who have not reached 18 years of age the minor guest's accompanying

parent or legal guardian shall assume risk on behalf of the minor. By signing this Agreement, Guest hereby releases and waives any and all legal rights and claims Guest may have against JDPTours, including, but not limited to, any and all rights to recover damages in the instance of Guest's injury, death, or property damage arising out of any travel activity, except in the case of JDPTours's gross negligence or intentional wrongdoing. Guest agrees to hold harmless and indemnify JDPTours against any loss, liability, damages, attorneys' fees, and costs that JDPTours may incur arising out of Guest's presence, acts, or omissions during a tour or wherever JDPTours performs its services.

JDPTours assumes no responsibility for losses or incidental expenses due to changes in schedules, hotel overbooking or defaults, sickness, accident, theft, weather, fire, flood, strikes, war, quarantine, acts of terrorism, "acts of God", or the actions of others, including other tour guests. All claims must be reported and made in writing, and submitted to JDPTours within 60 days from the end of Guest's tour; Guest acknowledges that failure to comply with this provision prejudices JDPTours's ability to investigate a claim, and that, in so failing, Guest forever waives any and all rights/remedies that Guest otherwise may have had for any liability related to or arising from the alleged incident.

**SEVERABILITY**

If any of the provisions of this Agreement are invalid for any reason, such invalidity shall not affect any of the other provisions of the Agreement, and all invalid provisions shall be wholly disregarded.

**GOVERNING LAW & VENUE**

This Agreement is governed by the laws of the State of Maryland and is executed on the date following the parties' signatures below. Venue for resolution of disputes shall be proper in Frederick County, Maryland.

A paper copy of these Terms and Conditions will be sent to each Guest along with your reservation confirmation and information package. It is required that each guest sign the document and return it before the beginning of the Tour.

**DISCLAIMER**

These terms and condition are subject to change without notice. It is Guest's responsibility to review the terms and conditions, and it shall not be JDPTours' responsibility to inform Guest of any changes whatsoever.

**GUEST SIGNATURES**

Signature: _____	Date: _____
Parent/Legal Guardian's Signature, if Guest is a minor: _____	
Signature: _____	Date: _____
Parent/Legal Guardian's Signature, if Guest is a minor: _____	

We have read, agreed and accept the terms and conditions of Joie de Provence Tours, LLC

JDPTours, by: \_\_\_\_\_ Date: \_\_\_\_\_

**LIST PREFERRED START DATE**

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**FIRST GUEST**

**Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact Numbers:** Home \_\_\_\_\_ Mobile \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**SECOND GUEST**

**Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact Numbers:** Home \_\_\_\_\_ Mobile \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**ACCOMODATION PREFERENCES**

*Please circle one.*

**One large bed**

**Two single beds**

**PAYMENT**

**A deposit of \$500 is required per Guest.**

Print out this Registration Application and mail it with your check to:

Joie de Provence Tours  
5964 Broad Run Road  
Jefferson, MD 21755