

INFORMATION FOR TOUR PROVIDED BY ART EXCURSIONS, INC.

PART I. TERMS AND CONDITIONS

- I. Introduction - These terms and conditions apply to the tour for which you are signing up. Please read them carefully; they will answer many of your questions. This tour has been designed and will be led by Art Excursions, Inc. Art Excursions is an S Corporation owned and operated by Dr. Michelle A. Paluch-Mishur and Jeffrey F. Mishur and is located in Riverside, IL 60546.
- I. What is included in the tour price? What is not included in the tour price? - Please see the appropriate tour flyer/webpage for information on what is included and what is not included.
- I. The single supplement and why it is necessary - The tour flyer/webpage specifies a tour price based on double occupancy. For any traveler who solely occupies their hotel room, a single supplement is required (the amount of which is specified in the tour flyer/webpage). Unlike European hotels, U.S. hotels charge the same amount whether a room is occupied by one or two people. We base our tour price on two people per room with the cost of the room split between two people. When one person occupies a room solely, that person pays a supplement to cover the other half of their room. This does not apply to singles who share a room. If you see a U.S. tour with a small single supplement, the tour cost has either been inflated for everyone to allow for a small supplement OR the hotel is very inexpensive. Art Excursions does not automatically match up singles, but we will facilitate this if asked.
- I. Special conditions of tour cancellation - It is highly unlikely, but possible, that the capacity of Art Excursions to lead this tour could be negated due to illness or other unforeseen circumstances. Should this occur, Art Excursions will make every attempt to locate a substitute tour host (with your consent) that will provide similar services at as close to the same tour cost as possible. If a suitable substitute tour host cannot be located, Art Excursions reserves the right to cancel the tour and provide all participants with a full refund of any payments sent (including tour deposit).
- I. Cancellation policy for multi-day tours - Art Excursions specializes in multi-day group tours that typically range between 8-18 participants and rarely exceed 24 participants. We determine the viability of a tour by counting each and every individual who signs up. For this reason, once we receive a tour deposit, that tour deposit is nonrefundable and cannot be transferred to a different tour. Furthermore, any future payments (installments) toward the total tour cost are nonrefundable upon receipt and cannot be transferred to a different tour. Art Excursions encourages our clients whose travel plans must change to find a replacement or replacements for their spot(s) on the tour rather than cancel altogether. Tour participants should consider obtaining trip insurance. Art Excursions does not sell trip insurance or endorse specific insurance companies. Please note: If two people plan on sharing accommodations but one person cancels his/her enrollment in the tour prior to paying their balance in full, then the other person would be responsible for paying the prevailing single supplement that comes with being the sole occupant of a room. Once both parties are paid in full, then the single supplement no longer applies even if one person were to end up the sole occupant of the room for any reason.
- VI. The fine print - No warranties, representations, terms or conditions apply to any tour unless expressly stated within these "Terms and Conditions," in a Terms and Conditions addendum, or in a letter signed by an officer of Art Excursions, Inc. For tours including overnight accommodations, the tour begins with your arrival at the group's hotel and ends upon the completion of the last scheduled itinerary item. For tours that do not involve overnight accommodations, the tour begins when the entire tour group departs (by motor coach, by public transport, or on foot) to reach the first destination on the tour itinerary. Art Excursions, Inc. acts solely as agents for the passenger with respect to all transportation, hotel and other tour arrangements. In that capacity, we exercise all reasonable care possible to ensure the passenger's safety and satisfaction, but we neither assume nor bear any responsibility or liability for any injury, death, damage, loss, accident, delay or irregularity arising in connection with the services of any ship, airplane, automobile, motorcoach, carriage or other conveyance, or the actions of any third-party, involved in carrying the passenger or in affecting these tours. Art Excursions cannot be held responsible for events beyond its control, such as (without limitation) acts of God, war (whether declared or undeclared), terrorist activities, strikes, or government restrictions; nor, in the absence of its own negligence, for personal injury, property damage, or loss of earnings, from any event whatsoever caused by persons not controlled by Art Excursions, such as (without limitation) the employees of airlines, bus companies, hotels, and sub-contracted agents or tour operators. No responsibility is incurred by Art Excursions for loss of airline tickets, or other documents, or for loss of or damage to luggage or any other

passenger belongings. Art Excursions is not responsible for locating any lost property but will assist in the process. In the case of a lost airline ticket, the participant is solely responsible for meeting the airline's requirements for ticket replacement. No refund shall be made for any unused portion of the tour.

PART II. RELEASE AND AGREEMENT

I, the undersigned, an applicant for a tour provided by Art Excursions, Inc., agree to the following understandings:

1. For tours including overnight accommodations, my tour begins with my arrival at the group's hotel and ends upon the completion of the last scheduled itinerary item. For tours that do not involve overnight accommodations, my tour begins when the entire tour group departs (by motor coach, by public transport, or on foot) to reach the first destination on the tour itinerary.
2. I agree to release Art Excursions, Inc. (which term shall include officers, shareholders, agents, and employees of Art Excursions, as well as Art Excursions, Inc. itself) from, and agree not to sue such persons for, any claims that I may have arising from, or in connection with, any physical or property damage that I may suffer from any cause whatsoever other than the actual negligence of such persons. Without limiting the generality of the foregoing, I release such persons from, and agree not to sue such persons for, any physical or property damage that I may suffer resulting from acts of God, war, strikes or government restrictions, terrorist activities, or the acts or omissions of any other agents over which such persons have no direct control, including, without limitation, airlines, bus companies, railways, shipping companies, hotels, guides, and sub-contracted agents or tour operators.
3. Art Excursions shall have no responsibility to or for me when I am absent from Art Excursions supervised activities, such as visits to friends or relatives, or during built-in free time.
4. If I become ill or incapacitated, Art Excursions and its employees, or my group leader, may take any action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home (at my own expense).
5. Art Excursions has the right to make changes in tour itineraries and to modify transportation arrangements. In the event of changes being made, refunds will be given only in accordance with the provisions of the "Terms and Conditions" supplied herewith.
6. I understand that some items in the tour itinerary may involve walking from one itinerary site to another. There may also be walking tours as well as walking on a museum tour. At some venues, I may be required to climb stairs and walk across uneven surfaces.
7. This agreement constitutes the entire agreement between Art Excursions and me with reference to the subject matter referred to herein, and I do not rely upon any promises, inducements, or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of Art Excursions. This agreement may be amended or modified only in writing.
8. By forwarding his/her deposit(s), the passenger certifies that he/she and/or their dependents, minors or others covered thereby do not have any mental, physical or other condition of disability that could create a hazard for them or other passengers. Art Excursions, Inc. reserves the right to decline to accept or to decline to retain any person as a member of any tour should such person's health, condition or actions adversely affect or threaten the welfare or safety of other passengers or impede the tour.
9. This agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of Illinois. Any claim or controversy arising hereunder or relating hereto shall be settled by arbitration before a single arbitrator (who shall be a lawyer) in Chicago, Illinois, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The award rendered by the Arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association in Chicago. The demand shall be made within six months after the claim, dispute or other matter in question has arisen.

PART III: APPLICATION

Please complete and mail one application for each tour participant with a nonrefundable \$350 deposit per person. Art Excursions accepts personal checks, money orders and cashier's checks. Please make check payable to Art Excursions, Inc. and mail with your application to: PO Box 92, Riverside, IL 60546.

TRAVELER INFORMATION

TOUR YOU WISH TO JOIN: _____
Legal name (on driver's ID or passport) _____
Street Address _____
City/State/Zip _____
Home Telephone _____
Email _____
Date of Birth _____
Are you a U.S. Citizen? _____

ACCOMMODATIONS

I am requesting the following arrangements for my accommodations (please check/complete one of the following):

____ I am sharing a room with the following individual _____ (name)

AND we would prefer to have (please circle one) 1 BED / 2 BEDS.

____ I want to pay the single supplement and have my own room.

OPTIONAL EXCURSION

Some of our tours feature an optional excursion for an additional charge. Please see the tour web page to see if any optional excursion is available. If so, please complete the following in order to participate:

I wish to participate in the following optional excursion: _____

CONTACT DATA

Please give the name of a friend or relative whom we may contact in case of emergency. (This should not be someone who is accompanying you on the tour.)

Contact Name _____
Relationship _____
Street Address _____
City/State/Zip _____
Home Telephone _____
Work Telephone _____

SIGNATURE SECTION

I have completely read and fully understand the "Release and Agreement" and the "Terms and Conditions" as supplied herewith (including the cancellation policy), and agree to be bound hereby, and to comply therewith.

Signature of Applicant _____
Date _____

Please initial here _____ to confirm that you understand that you should not purchase your airfare until you receive a confirmation/statement letter from Art Excursions.