

YDU TOURS

Guided Tour Agreement

This Guided Tour Agreement (hereinafter "Tour Agreement") is entered into on the _____ day of _____, _____ between YDU Tours (hereinafter "Tour Company") and _____ (hereinafter "Traveler").

WHEREAS, the Tour Company provides various guided tours in and around the Republic of Ireland; and

WHEREAS, the Traveler desires to utilize the services of the Tour Company to explore and experience the Republic of Ireland,

NOW THEREFORE, the Tour Company and the Traveler agree as follows:

1. Tour Description:

The Traveler has chosen to participate in the _____ Tour.

The itinerary will be provided with this Tour Agreement as Exhibit A and is incorporated herein.

2. Tour Dates: _____

3. Tour Price:

The price for the _____ Tour is as follows:

- \$ _____ for shared occupancy
- \$ _____ for single occupancy

"Shared occupancy" means that the Traveler agrees to share a room with at least one other person. Some rooms may hold up to four individuals.

Tour price does not include airfare.

Tour price also does not include items of a personal nature, such as room service, beverages, telephone charges, laundry, special food requests, etc.

4. Payment Terms:

The Tour Price shall be paid as follows:

- Ten percent (10%) of the Tour Price due at signing
- Full balance of the Tour Price due 90 days prior to the Tour Date.

Payment plans may be arranged with the Tour Company at any time.

5. Cancellation Fees:

The following cancellation fees apply if the Traveler cancels this Tour Agreement for any reason:

- Traveler will receive a full refund of all deposits paid to Tour Company if the Tour Agreement is canceled up to 120 days prior to the Tour Date.
- Traveler will receive a refund equal to ninety percent (90%) of all deposits paid to Tour Company if the Tour Agreement is canceled 91-120 days prior to the Tour Date.
- Traveler will receive a refund equal to fifty percent (50%) of all deposits paid to Tour Company if the Tour Agreement is canceled 30-90 days prior to the Tour Date.
- No refunds will be given for any cancellation of the Tour Agreement that occurs within 30 days of the Tour Date.

NO EXCEPTION TO THESE CANCELLATION TERMS WILL BE MADE.

No refunds will be given for arriving late or leaving early from a tour. Tour company will do its best to give the traveler instructions to catch up with the tour if the traveler is delayed, but all costs associated with the delay will be borne by the traveler.

All cancellations of the tour agreement must be made in writing via email or certified mail to the tour company at the addresses provided herein. The date the email was sent, or the date the certified letter was received will be the date used by the tour company to determine the amount of the refund to be given, if any is to be given.

6. Tour Cancellations:

In the unlikely event that Tour Company is required to cancel a tour, the Tour Company will refund to the Traveler all monies and/or deposits paid by the Traveler to the Tour Company.

Tour company will not be responsible for any payments made by the traveler to any third party, including traveler's purchase of non-refundable airline tickets.

7. Changes in Itinerary:

Tour Company reserves the right to change the Tour Itinerary for any reason. The Tour Company will inform Travelers of any changes in a timely manner.

8. Transfers:

If the Traveler desires to change from one tour to another, Tour Company will make every effort to accommodate Traveler's wishes, depending on availability.

Traveler will be responsible for any fees charged by tour company's vendors resulting from traveler's desire to transfer tours.

9. Insurance:

Tour Company does not provide travel insurance. Tour Company does encourage Traveler to purchase said insurance to protect Traveler from unanticipated interruptions or cancellations.

10. Assumption of Risk:

Traveler understands and acknowledges that traveling to a foreign country and participating in the above-described tour involves certain risks in which Traveler assumes. Such risks may include, but are not limited to the following:

- Physical exertion, including climbing steps and uneven rocky terrain, long walks between sites, smog or pollutants in large city environments and/or loud noises;
- The consumption of alcoholic beverages;
- Natural disasters, acts of terrorism or civil unrest;
- Auto accidents or encounters with animals, wild or domestic.

11. Traveler's Conduct:

Traveler agrees to follow all rules and instructions provided by the Tour Company and/or the Tour Company's vendors. Traveler also agrees to:

- Respect other travelers on the tour;
- Be prompt with regard to described times for tour activities;
- Follow all laws and customs of the Republic of Ireland;
- Respect and preserve all historical sites visited on the tour.

Tour company reserves the right to remove any traveler from the tour who does not comply with the above stated requirements for traveler conduct or who exhibits conduct that tour company deems unruly and/or a danger to the tour or other travelers. Tour company will not refund any monies to any traveler who is removed under this provision.

12. Travelers with Disabilities:

Tour Company will do everything in its power to accommodate any traveler with a known disability. However, the Americans with Disabilities Act is not applicable for the tour which is the subject of this Tour Agreement. Tour Company, therefore, reserves the right to refuse participation to any individual whom Tour Company deems incapable of meeting the demands of the tour.

13. Travel Documentation:

It is the Traveler's responsibility to obtain all necessary documentation and/or permits to participate in the tour, including passports and any necessary visas.

No refunds will be given for any cancellation or delay resulting from traveler's failure to obtain proper travel documentation or permits.

14. Liability Limitations:

Tour Company is not liable for any negligent or willful act or failure to act of any person or any entity it does not own or control, nor for any act or inaction of any other third parties not under its control. Without limitation, Tour Company is not liable for any direct, indirect, consequential or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond Tour Company's control, including, without limitation, any willful or negligent act, failure to act, breach of contract or violation of local law or regulation of any third party such as an airline, train, hotel, bus, taxi, van, local ground handler or guide,

financial default or insolvency of any supplier which is, to or does supply any goods or services for the tour. Tour Company is not liable for any loss, injury, death or inconvenience due to delay or changes in schedule, overbooking or accommodation, default, insolvency or bankruptcy of any third party, attacks by animals, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, acts of god or gods or governments, acts of terrorism, or the threat thereof, force majeure, war, quarantine, epidemics, or the threat thereof, criminal activity, or any other cause beyond its control. Tour Company is also not liable for any loss, injury, death or inconvenience that is not the direct result of a willful act on the part of Tour Company or its employees.

15. Use of Traveler's Image:

Traveler hereby grants to Tour Company the absolute and irrevocable right and unrestricted permission to use Traveler's likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of the Tour Company related to the tour. Traveler agrees that the Tour Company has complete ownership of such material and can use said material for any purpose consistent with the Tour Company's business. These uses include, but are not limited to, videos, publications, advertisements, news releases, Web sites, and any promotional or educational materials in any medium. Traveler acknowledges that Traveler will not receive any compensation for the use of such images, video, likeness, etc. and hereby releases and discharges the Tour Company, and its agents, representatives and assignees from any and all claims and demands arising out of or in connection with the use of Traveler's likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation. This release shall be binding upon Traveler, Traveler's heirs, legal representatives, and assigns.

16. Binding Arbitration:

Any dispute or action arising out of this Tour Agreement or arising out of participation in the tour shall be resolved through binding arbitration to occur in the State of Oklahoma, County of Tulsa, in accordance with, and under the guidance of, rules and procedures set forth by the American Arbitration Association.

Traveler understands and acknowledges that this tour agreement is a binding contract and that upon execution thereof, binds traveler and tour company to the provisions set forth herein, and that traveler has the right to seek advice of counsel before executing said agreement.

Traveler's Signature

Tour Company's Signature

Traveler's Printed Name

Tour Company's Representative

Traveler's Address/Contact Info

Tour Company's Address/Contact info