

## **Coffeeshop Tours, LLC Operator Tour Participant Agreement**

### **Terms and Conditions**

**Please read these Terms and Conditions carefully as they contain important information.**

**Tour Operator:** Coffeeshop Tours (herein referred to as CST), located at 35 Journal Square Suite 610 Jersey City, NJ 07306 (800) 816-1846 is the tour operator for the trips described in this brochure/flier/website/confirmation/ invoice.

**Package Price/ Inclusions:** Please see brochure/flier/website/confirmation/invoice for all packages inclusions. All package inclusions are subject to the terms and conditions contained herein. Unless specifically indicated otherwise in the brochure/flier/website/confirmation/invoice all hotel only packages & land only packages do not include transportation. All rates are subject to change without notice. Price surcharges may be made based on fuel price increase, available class of service on commercial scheduled airlines, changes in government taxes/fees and/or currency fluctuations. Such surcharges will be assessed no later than 10 days prior to departure and must be paid by all passengers, regardless of whether or not account has been paid in full. Reservations received after early incentive dates are subject to price increases described in brochure/flier/website/confirmation/invoice.

**Reservations and Payments:** Each person is required to make a non-refundable deposit as described in the brochure/flier/website/confirmation/ invoice by the due date in order to secure a reservation. Final payment will be due on or prior the date indicated on your invoice. Failure to pay timely will place participant in default and cause loss of confirmed reservation as well as all special promotions attached to the reservation. The reservation can be rebooked based on current package pricing at the time of rebooking provided space is available. A reinstatement fee of \$50 will be added. For reservations made after the final payment due date payment must be paid in full in the form of guaranteed funds (money order, cashiers checks, certified checks or credit card).

**Final Trip Documents:** Final Trip Documents will not be sent until full payment and a signed Operator Tour Participant contract (available on our website) have been received in our office from all passengers on the reservation. For itineraries that do not require paper airlines tickets, you must print your travel vouchers off of our website.

**Departure Taxes/Fees:** All U.S. and foreign departure taxes and fees are due with final payment. In the event that departure taxes cannot be prepaid by tour operator, tour participant must pay taxes and will receive a refund following the tour. Tour participant is responsible for any changes in government taxes and fees.

**Dishonored Checks:** If a check is returned for any reason including, but not limited to insufficient funds or stop payment, all reservations covered by the check will be considered cancelled, and the participant will be responsible for a \$50 service charge.

Any promotion/discount will become void due to dishonored checks. If the customer decides to rebook trip he or she will not be entitled to the promotion/discount he or she previously received. Deliberately dishonoring a check may be illegal. CST reserves the right to pursue legal action in order to recoup payment.

**Credit Card Payments:** Only one tour package may be charged per card. Participants can pay by credit card via our secured website or by phone/fax and in doing so gives permission to CST to use the credit card for the costs agreed to and will be fully responsible for all charges thereof. CST reserves the right to obtain a signed credit card authorization form and identification. Customers paying by credit card agree to all terms/conditions contained herein and agree to waive all charge back rights. If presented with a chargeback, CST reserves the right to pursue legal action against the cardholder.

**Proof of Citizenship:** U.S citizens must carry proper proof of citizenship. Passengers traveling to the either Europe, The Caribbean or Mexico are required to have a U.S passport that is valid for a minimum of three months beyond the intended stay. CST is not responsible for any government changes or lack of boarding/entry requirements into a country due to improper documentation. Non-U.S citizens should contact their consulate for proper I.D. requirements. Passengers who are denied boarding or entry for improper documentation will receive no refund. Minors traveling must carry a notarized letter of consent signed by both parents and/or legal guardian. Many airlines require that all passengers provide their date of birth, country of citizenship, form of I.D that will be used for travel and emergency contact information. This information must be provided to CST with your initial reservation or by accessing your account on our website.

**Unknown & TBA passengers:** If the customer puts down a deposit for someone other than himself or herself and does not specify a name(s), CST will refer to that individual as an unknown person or TBA (passenger to be announced). These unknown and TBA passengers are treated as real people and are subject to the terms and conditions stated herein. However, there is no charge to change the name from unknown or TBA to a real name up until the final payment due date. If payment is made in full for a TBA participant prior to the final payment due date and a full legal name is not submitted, participant will incur a change fee once a full legal name is submitted.

**Hotel Security Deposits & Eviction:** Some hotels may require a refundable damage deposit per person due at check-in. If collected, the deposit will be returned upon checkout provided there was no charge/damage to your room. This is beyond the control of CST. The hotel has the right to evict any person disobeying its rules without a refund. CST has no control over evictions and is not responsible for missed nights or refunds. Individual hotels may increase or decrease the damage deposit at any time without notice. It is the participant's responsibility to collect damage deposit upon departure of hotel and CST cannot be held responsible for deposits not picked up or returned.

**Lost or Delayed Baggage:** Air carriers allow each tour participant to bring up to two (2) pieces of luggage, plus one carry on bag that can fit under the seat in front of you. CST

assumes no liability for lost or delayed baggage and strongly recommends the purchase of the Comprehensive Travel Protection Plan.

**Cannabis Cup Judge's Pass:** CST is not responsible for the planning & execution of the Cannabis Cup. CST will not be responsible for lost events or activities due to flight delays or departure times. The Judge's Pass will be distributed at a designated sign-in area in Amsterdam upon arrival. The designed area will be determined prior to the participant's trip to Amsterdam, & will be communicated to the participant prior to his/her departure. If participant does not sign-in, CST will not be responsible to locate and/or to reimburse participant for lost activities associated with the event. Judge's Passes are non-refundable and have no cash value. CST does not own or operate any nightclub or other entertainment facilities and is not responsible for any negligent or willful act or omission or failure to honor such agreements by such provider. CST is not responsible for the consumption of alcohol or the consumption of controlled or uncontrolled substances.

**Unused Tour Services:** Tour Participants(s) will receive no refund for any unused accommodations, flights, or other package features if they leave the tour, regardless of reason. CST strongly recommends the purchase of the Comprehensive Travel Protection Plan, which provides compensation for trip interruption due to certain medical emergencies.

**Customer Service:** Our in office staff and on-site representatives are in place to assist our customers. CST, however, is not responsible for reimbursement for any toll or long distance phone calls or other out of pocket expenses incurred as a result of any offsite or onsite problem. Any unresolved customer complaints must be directed to our customer service department within 60 days after the completion of the trip. Unless a claim is made in writing within 60 days of the completion of the trip, CST can, under no circumstances be liable therefore

**Comprehensive Travel Protection Plan:** The optional comprehensive travel protection plan is strongly recommended. CST recommends that participants protect themselves with the comprehensive travel protection plan. The comprehensive travel protection plan will be automatically added to all trip invoices. You may decline the policy by logging into our website and viewing your account or by contacting us via email at [info@cstravel.org](mailto:info@cstravel.org) All travel protection claims are subject to deductibles and fees. A description of the Comprehensive Travel Protection Plan can be obtained by visiting our website at [www.cstravel.org](http://www.cstravel.org) or by writing us.

**Cancellation, Refunds and Changes:** Cancellation, Refund and Change requests must be made in writing. No refunds will be issued from telephonic requests. Passengers may cancel only by written notice sent via certified mail, email or by facsimile transmission, which will be effective when received by CST. Cancelled reservations may be reinstated subject to availability and reinstatement fees. All deposits are non-refundable but can be assumed by a replacement participant. A transfer of funds will allow the original passenger to be refunded the amount he or she paid less applicable fees. The new

participant will not be entitled to any special offers and promotions attached to this package. Cancellations are subject to the following schedule:

A) Cancellations received prior to 75 days prior to your departure, a full refund less \$350 non-refundable deposit per person. **Exception:** Unless a special premium flight/hotel/package was booked that required a higher deposit amount, in which case the higher deposit amount will be forfeited. For cancellations received within 75 days prior to departure, there will be no refund.

No unused portion of your charter or scheduled air ticket is refundable after departure. Plane tickets are non-transferable to any other person. No refund will be made for any unused land arrangements. If your roommate(s) or any "TBA" cancels, you and your remaining roommate(s) must pay applicable occupancy surcharges prior to departure. Any change made to an existing reservation will incur a \$50 change fee plus any other airline imposed fees.

**Major Change:** If we make a "major change" prior to departure, you have the right to cancel and receive a full refund. In accordance with 14 C.F.R. Part 380 of the Federal Regulations, the applicable major changes are as follows: (1) a change in departure or return date, unless the change results from a flight delay experienced by the carrier. If, however a delay is more than 48 hours, it will be considered a major change. (2) a change in origin or destination city for any flight leg other than a change in the order in which cities are visited, excluding co-terminal cities,(3) a price increase of more than 10 % occurring 10 or more days prior to departure. If a major change must be made in the program, we will notify you within 7 days after first learning of the change, but in any event at least 10 days prior to departure. If, less than 10 days before scheduled departure, we become aware of a major change, we will notify you as soon as possible. Upon receiving notification of a major change, tour participant may cancel in writing within 7 days, but in no event later than the date of departure, and receive a full refund within 14 days of CST receipt of notice of your cancellation. If a major change occurs after departure which you are unwilling to accept, we will refund, within 14 days after your scheduled return date, that portion of your payment which applies to the services not accepted. If we must cancel the charter: we will notify you in writing within 7 days of the cancellation, but in no event later than 10 days before the scheduled departure date. We have no right to cancel the charter less than 10 days before departure, except for circumstances that make it physically impossible to perform the charter trip. If that occurs, we will notify you as soon as possible, but not later than the scheduled departure date. If the charter is cancelled, we will make a full refund to you within 14 days after cancellation. Subject to 14 C.F.R. Part 380 and this contract, the rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that the receipt of that refund by a passenger waives the additional remedies

**Flight Schedules:** Flight schedules are considered tentative and subject to change without notice. Flight schedules are not guaranteed and may affect actual length of time

in vacation destination. Schedule changes can occur without notice even after tickets have been issued. The tour participant must and is responsible for reconfirming both outbound and return flights

**Flight Delays:** Flight delays are unfortunate, but they are a risk in all air travel and are beyond the control and responsibility of CST. Missed nights' accommodations, missed time in vacation destination, missed connections to/from charter flights, missed wages, missed package features, and additional expenses (including, without limitation, long distance phone calls) incurred due to flight delays are beyond CST's control and responsibility. In addition to CST's comprehensive travel protection plan, CST's customer service policy provides that any passenger who experiences a delay of more than 12 hours will receive from \$25 - \$100 (depending on length and severity of delay) per person credit good towards future travel on any CST tour package. This credit is non-transferable and is valid for one year from date of issue. Compensation schedule does not apply to weather, ATC or foreign air traffic, or security related delays.

**Airlines:** Flights are operated by either commercial or charter scheduled air carrier. CST does not guarantee nonstop service.

**Operators Option Plan:** The following are considered "co-terminal airports": (Newark/LaGuardia/JFK), (BWI/ Reagan National/ Dulles), (O'Hare, Midway), and can be substituted for one another. Your final airport will be assigned at least 10 days prior to departure.

**Responsibility:** By sending my payments to CST, I agree to all terms and conditions and to the complete operator tour participant agreement outlined herein with no exceptions. CST does not own or operate any entity which is to or does provide goods or services for my trip including, for example, air carriers, hotels, local ground operators, boat, train or bus companies, restaurants, nightclubs, sightseeing establishments, etc. CST, in the absence of its own, negligence is not responsible for any negligent or willful act or failure to act of any such provider or of any other third party. CST shall not be responsible for any accident, injury, damage, death, loss, expense, inconvenience, or delay due to any negligent or willful act or inaction of any such person or entity including, but not limited to, mechanical breakdown and failures of airplanes, trains, vessels, taxis or any other transportation mechanism, government actions, weather, acts of God, criminal activity of any kind, terrorism or act(s) of terrorism, adequacy of medical care, attacks by animals, sanitary conditions, quality of food, strikes, any problems what so ever arising from participants' consumption of alcoholic beverages, any hotel related problems or circumstances beyond its control. In addition, CST is not responsible for the failure to obtain required documentation, including passports, visas and health certificates, overbooking by the hotel or hotel imposed energy surcharges; the failure to follow instructions, including, but not limited to, check-in and check-out times and baggage handling and missed connections for any reason whatsoever. In the event of a hotel overbooking or other situation necessitating an accommodation change, CST will provide equivalent or upgraded accommodations or refund the difference in net hotel price only.

**Disclaimer:** It is a violation of federal law to attempt, agree, or actually import controlled substances, including marijuana, into the United States, which can be punishable by a maximum sentence of life imprisonment and a mandatory minimum sentence of ten years. See Title 21, United States Code, Sections 841(B)(1)(a) & 846. It is also a violation of the law of the Netherlands for an individual either to purchase marijuana in excess of five grams or from an unlicensed vendor. Possession of more than five but less than thirty grams of marijuana is a misdemeanor. CS Travel LLC does not tolerate violations of any laws by its patrons, and will report inappropriate conduct to the relevant authorities and immediately terminate the customer's travel package.

**Email Address Policy:** By entering your email address on our website, until further notification, you agree to receive future email solicitations from CST and its affiliates.

**Arbitration:** I agree that any dispute concerning, relating, or referring to this contract, the brochure/flier/website/confirmation/ invoice or any other literature concerning my trip, or the trip itself shall be resolved by binding arbitration by the American Arbitration Association in Jersey City, New Jersey under its then existent rules. In any such arbitration, the substantive law of New Jersey will apply.

I have read all of these terms and conditions including the Operator~Rs Option Plan contract. I fully understand and agree to all the terms of this contract. If more signature lines are needed you may photocopy as necessary.

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

**Customer #** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**The above signed must be at least 18 years of age at time of signing.**

If tour participant is under the age of 18 years at the time of signing this contract, their parents or guardian must sign on his/her behalf in space indicated below. I approve of my minor child/dependent going on this trip and I agree to all the terms and conditions as stated in this document.

**Parent/Guardian Name** \_\_\_\_\_

**Parent/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Customer Name** \_\_\_\_\_

**Customer #** \_\_\_\_\_

**Customer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_