

YOUR CONTRACT WITH APPLE VACATIONS

1. BOOKINGS AND PAYMENTS

All that is required to reserve your vacation is a signed booking form and a deposit of \$125 per person, plus the AV-OK/insurance premium (if applicable). **The balance due must be paid at least 45 days before departure** (for bookings within 45 days of departure, full payment is due at time of booking). For certain holiday departures, full payment is due 60 days prior to departure. We reserve the right to treat the booking as cancelled by you if the balance due is not paid on time. **For vacation packages utilizing published airline tickets, a minimum deposit of \$125 per person PLUS full payment of the air portion of the package is required at the time of guarantee. For vacation packages using contracted scheduled air, a minimum deposit of \$175 is required at the time of booking.**

Late bookings often require us to incur additional costs for faxing, updating and confirming your hotel accommodations. Therefore, we will charge a late booking fee of \$10 per person, in addition to the normal price on all vacations booked 14 days or less prior to departure.

All checks and money orders must be payable to your travel agent, who in turn will issue a check to the Apple escrow account at the depository bank (Equity Bank).

2. AMENDMENTS AND CANCELLATIONS

If you cancel your vacation (or change your departure date, duration, class of service, name or hotel), the charges shown below become payable by you. Significant additional penalties (i.e. non-refundable airline tickets and fees, non-refundable or non-transferable hotel promotions) may apply.

ALL CHARGES BELOW ARE PER PERSON:

CANCELLATION PENALTIES

Notice received by Apple Vacations in advance of departure	Charge in \$ per person or as a % of the total vacation price
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CHARTERS

45 days or more	\$45
44-31 days	\$125
30-0 days	100%

LAND ONLY AND SCHEDULED AIR PACKAGES

\$45 Apple fee *plus* applicable hotel and airline penalties.

BOOKING CHANGES

(departure day, duration and class of service)

CHARTERS

Notice received by Apple Vacations in advance of departure	Charge in \$ per person
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45 days or more	\$45
44-31 days	\$75
30-8 days	\$250
7-0 days	\$500

LAND ONLY AND SCHEDULED AIR PACKAGES

\$45 Apple fee *plus* applicable hotel and airline penalties.

HOTEL AND NAME CHANGES

LAND ONLY, CHARTER AND SCHEDULED AIR PACKAGES

\$45 Apple fee *plus* applicable hotel and airline penalties.

All amendments and cancellations must be made through your travel agent, who must notify us immediately. If you provide a substitute participant on a charter vacation, cancellation charges will be waived, but change fees apply.

At time of guarantee you may purchase the “AV-OK” Total Vacation Security Plan to cover your cancellation charges. “AV-OK” Total Vacation Security Plan does not cover applicable scheduled airline penalties and fees or non-refundable tickets. Please refer to the Plan Description.

3. AIR CARRIERS

Apple Vacations has made arrangements for international air transportation to your vacation destination via certified charter or scheduled air carriers duly filed under D.O.T. regulations. See the Vacation Information section for a listing of charter carriers. Apple Vacations reserves the right to substitute alternate aircraft if necessary.

4. AIRLINE RESPONSIBILITY

Apple Vacations and all airlines concerned issue tickets and coupons covering transportation, hotel accommodations and other services and facilities. Neither Apple nor these airlines nor their respective subagents shall be held liable for loss or damage to property or injury of person caused by reason of any defect, negligence, or other wrongful act or omission by any other transportation company, hotel agency or party providing such services or facilities, strike, war, weather, quarantine, sickness, government restrictions or regulations, or any other cause beyond its reasonable control. All airlines concerned are not liable for any claim arising out of or in connection with carriage or other services or features otherwise performed or occurring in connection with this package, except as provided in the conditions of carriage for the airlines and the passenger tickets issued in conjunction with this package. Neither Apple Vacations nor the Airline are responsible under any circumstances for any psychological or emotional injury you may suffer in connection with your transportation, accommodations or any other arrangements in conjunction with this package.

5. LUGGAGE AND PERSONAL PROPERTY

When you fly to and from your destination the Conditions of Carriage apply, some of which limit or exclude liability. Some airlines do not cover damage to soft-sided luggage. Air carrier's maximum liability for loss, damage or delay to checked baggage is limited to \$2500 per ticketed passenger domestically and \$9.07 per pound up to 44lbs per ticketed passenger for international travel. These limits will apply unless an excess valuation is declared at the time of check-in.

All lost or damaged luggage must be reported to the air carrier at the time of the incident and before you leave the airport. The maximum liability of the ground transportation company in resort for lost or damaged property is \$400. Loss or damage must be reported immediately. Apple Vacations does not accept liability for client luggage or personal property.

6. PRICING

Please note that prices in this catalog are based on the lowest promotional prices available at time of printing and are not available on all departures. Some promotional prices may have special booking, payment and cancellation conditions.

7. FORUM SELECTION CLAUSE

All vacations are subject to the terms and conditions shown on the Apple Vacations Fair Trade Contract and your booking of the vacation is acceptance of the terms in the contract, including the procedure for resolution of disputes which must take place in the State of Illinois or Pennsylvania.

8. THIS CONTRACT IS SUBJECT TO ILLINOIS and PENNSYLVANIA LAW.

WHAT WE GUARANTEE IN RETURN

1. PRICE GUARANTEE

Our intention is to provide you with the vacation which you have selected, at the price in effect at time of booking. If for any reason (except as a result of U.S. or foreign government taxes or fuel surcharges), we have to increase the price of your vacation, we will offer you the option of cancellation without charge, provided that you advise us within seven days of your receipt of notice of the increase.

Please note that we reserve the right to reinvoice you in case of an error made in computing your price.

2. FLIGHT INFORMATION

Your travel agent will be able to confirm the latest flight details at the time you make your reservation, and these will also appear on the booking confirmation we issue when we receive your deposit.

Your flight tickets, which we dispatch two to four weeks prior to departure (except for later bookings), will contain your flight information. All times are subject to

change. Apple Vacations assumes no responsibility for any passengers making independent connections to our flights.

3. AMENDMENTS & CANCELLATION

In the unlikely event that a major change (involving a change of hotel, departure or return date, departure city or destination) becomes necessary, we will notify you as soon as possible. If you find the revised arrangements we offer unacceptable, you will have the option of cancellation without charge (less insurance premium) provided that you notify us within seven days of your receipt of notice of the change (or prior to departure date if notified less than seven days prior).

In the event of a change, we will try to substitute comparable services, but in the event of complete cancellation by us, our only liability will be to refund all monies paid as full vacation certificates good for one year from original travel date. Special features offered by hotels are subject to change at the hotel's discretion.

4. REFUNDS

Any refunds due to you will be made as soon as possible. Please note, however, that no refunds will be made for any services provided in the itinerary that you do not use.

Insurance premiums are also non-refundable and non-transferable. Refunds (if applicable) for scheduled air programs will be issued upon the return of the unused ticket. **Apple Vacations accepts bookings only through travel agents** and all communications prior to your departure, including payment and refund transactions, will be via your travel agent.

If for any reason you should lose your scheduled airline ticket, you will have to purchase a new ticket at your own expense and upon your return home, you must contact your travel agent to begin procedures on completing a "Lost Ticket Application" (fees may apply). Any refunds made by the airline will be based on the value of the original ticket issued. In most cases the replacement ticket you have to purchase will be more expensive.

5. OUR RESPONSIBILITY TO YOU

Apple Vacations has made arrangements with airlines, hotels and other independent suppliers to provide you with the services you purchase. We have taken all reasonable steps to ensure that proper arrangements have been made for your vacation. However, we do not accept any liability for the actions or omissions of these independent suppliers, over whom we have no direct control. If you find you have any dispute with such persons, however, we will give you as much reasonable help as we can in resolving this.

Please understand that we cannot control such factors as weather, government actions, mechanical breakdowns, your physical, medical or mental disabilities, your failure to obtain valid travel documents or your failure to follow travel instructions.

We are not responsible for losses or damages arising from physical or emotional injury, property or other economic damage caused by such factors beyond our

control. Apple Vacations is not responsible for any consequential damages or monetary losses due to flight delays or other unforeseen circumstances. Apple Vacations is not responsible for any consequential, psychological or emotional damages or monetary losses due to flight delays, airline turbulence, transportation accidents or other unforeseen circumstances. Of course, we remain responsible for any negligent actions on our part.

All prices and features described herein (as well as in Apple's print advertisements and website) are subject to change without notice. Some hotel room photographs do not depict the standard room category.

6. HANDICAPPED FACILITIES

Apple Vacations cannot guarantee the availability of wheelchairs at any airport. Wheelchair accessible rooms may be requested, but cannot be guaranteed. Standards may vary from property to property and country to country and are not within the control of Apple Vacations.

7. SECURITY

Apple Vacations has surety trust agreements with Equity Bank, 101 Bryn Mawr Avenue, Bryn Mawr, PA 19010 for payment of any refunds as defined by the agreements.

Under these agreements, unless you file a claim with Apple Vacations (or with the bank) within 60 days after termination of your vacation, both parties will be released from all liability to you.

8. "AV-OK" TOTAL VACATION SECURITY PLAN

Protect your travel investment with the purchase of our optional "AV-OK" Total Vacation Security Plan. This comprehensive 3-part plan will safeguard your travel investment against penalties due to trip cancellation or interruption, baggage, medical expense or travel assistance. **I understand that if I purchase the "AV-OK" Total Vacation Security Plan, my refund for any applicable cancellation penalties will be in Apple Vacations Travel Certificates (applies to charter and land only bookings).** This policy does not cover non-refundable scheduled airline tickets or scheduled air penalty fees. Refunds for scheduled air packages will be in the original form of payment and will include any amendments or cancellation fees, less applicable scheduled airline penalties/fees and the "AV-OK" premium. In addition, if we offer a promotional discount on the exact same vacation you had previously booked, you can claim the savings (this does not apply to Square Deals, Air Only, certain classes of scheduled airline tickets and time restricted sales). For details, refer to the [Plan description](#).

These vacations are operated by: **Apple Vacations**, and **AMCAL Vacations, Inc.** as principal and tour operator.

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