



## YOUR VACATION CONTRACT

Thank you for choosing a TransGlobal Vacation ("operator"). To ensure that you understand the conditions of your particular vacation, please read the following policies and procedures completely. A signed Operator/Participant Contract is required for each charter air passenger with payment. All policies and procedures are subject to change at any time in TransGlobal Vacations' sole discretion without notice.

### I. BOOKING/PAYMENTS

For bookings made 48 days or more prior to departure, a per person deposit\* is due at time of booking. In the event the method of payment is other than credit card (i.e., agency check, certified check or money order), TransGlobal Vacations will allow up to 72 hours for receipt of deposit to avoid automatic cancellation of the reservation. Deposit for Published Air reservations and payment for Pre-Travel Penalty Waiver/During Travel Protection is also due at time of booking. Some departures may require a nonrefundable or partially nonrefundable deposit. Separate payment policies apply to holiday, special event and may apply to certain class of service and select scheduled air departures. Please consult your travel agent.

#### \*Deposit Requirements:

Program	Per person
Domestic (Except Hawaii) Land Only, Charter and Bulk Scheduled Air vacations	.....\$100
International & Hawaii Land Only, Charter and Bulk Scheduled Air vacations	.....\$150
Published Air Vacations	.....100% of airline ticket

TransGlobal Vacations' office must receive the balance of payment due no less than 45 days prior to departure. If a booking is made 47-10 days prior to departure, full payment is due to TransGlobal Vacations at time of booking. In the event the method of payment is other than credit card, TransGlobal Vacations will allow until 6:00pm CST the next day for receipt of mailed payments. For all bookings made 9-0 days prior to departure, full payment via credit card only is due at time of booking.

Payment may be made by agency check, cashiers check, money order, certified check or credit card (MasterCard, Visa, Discover, American Express). Checks for charter air vacations must be made payable to M & I Marshall & Ilsley Bank, TransGlobal Vacations' depository bank. **Payments should be express mailed to:** TransGlobal Vacations, 8969 North Port Washington Road, Milwaukee, WI 53217. **All other non-express mail should be sent to:** TransGlobal Vacations, P.O. Box 1460, Milwaukee, WI 53201-1460. All payments must be received when due to avoid automatic cancellation.

The purchase price may be guaranteed against increases only when full payment is received in TransGlobal Vacations' office or the Pre-Travel Penalty Waiver has been purchased. However, TransGlobal Vacations reserves the right to reinvoice your reservation should an error be made in computing your vacations' price. Rates are subject to change including, but not limited to, increases in or establishment of surcharges, applicable taxes, government imposed fees, and airfare and hotel prices.

**Late Booking Fee:** If a booking/payment is taken or received when documents can no longer be issued via first class mail, a fee will be charged for alternative delivery service.

**Travel Protection Options:** Sometimes unexpected circumstances arise, so in order to protect your travel investment, we strongly recommend that you contact an independent insurance carrier or choose one of the following nonrefundable TransGlobal Vacations' protection programs. The Pre-Travel Penalty Waiver (PTPW) and During Travel Protection must be purchased at time of booking and paid for when deposit or full payment is made.

**TransGlobal Vacations' Pre-Travel Penalty Waiver, (PTPW):** Holidays may be priced higher or excluded. Cancellation penalties will be charged by TransGlobal Vacations, unless you purchase the Pre-Travel Penalty Waiver. Clients who elect to purchase this optional feature may cancel their reservations at any time and for any reason prior to departure. Airline imposed non-refundable fees are non-refundable, even if the Pre-Travel Penalty Waiver is purchased. As an added bonus, if the

advertised price of your particular vacation, with the same room category and same features (including air class of service), increases or decreases for your specific departure date or flight, you will be guaranteed the lowest available price advertised by TransGlobal Vacations so long as that price is advertised in print media or non-internet brochure/flyers produced for consumer distribution, or is an internet Hot Deal. Purchaser may receive the lowest available advertised price on a identical vacation by providing written verification of such lower price to TransGlobal Vacations. In order to secure the lowest advertised price, your vacation must be rebooked to reflect the new rate prior to departure. All cancellations must be confirmed by TransGlobal Vacations' reservations department prior to departure. This penalty waiver does not apply to "NO-SHOW" situations where clients do not check-in, or to denied boarding situations, nor will it waive revision fees.

**NOTE: WHEN A CANCELLATION IS MADE ALL REFUNDS WILL BE GIVEN IN THE ORIGINAL FORM OF PAYMENT LESS THE PRICE OF THE WAIVER, NONREFUNDABLE SCHEDULED AIR TICKETS AND SCHEDULED AIRLINE CANCEL/RETICKETING FEES. NONREFUNDABLE TRAVEL AGENT FEES MAY BE INCLUDED IN YOUR PACKAGE PRICE. NONREFUNDABLE SCHEDULED AIR TICKETS ARE NOT COVERED BY THIS WAIVER. HOWEVER, IF CANCELLATION IS RECEIVED PRIOR TO DEPARTURE DATE, THE VALUE OF REUSABLE AIR TICKETS MAY BE APPLIED TO A FUTURE TRANSGLOBAL VACATIONS' SCHEDULED AIR BOOKING FOR THE COST OF THE AIRLINE RETICKETING FEE. INCREASES IN THE SCHEDULED AIR PRICE OF REBOOKED VACATIONS ARE THE RESPONSIBILITY OF THE TRAVELER. PUBLISHED FARES ON ALL CARRIERS AND ALL TICKETS ON CONTINENTAL AIRLINES ARE ALWAYS NONREFUNDABLE.** If the number of individuals occupying a room decreases, the remaining travelers will be responsible for additional costs incurred as a result of a change in the per person occupancy rate. Additional details and pricing available upon request.

**TransGlobal Vacations' Pre-Travel Penalty Certificate:** The PTPW Certificate carries the same policies as the PTPW, except the refund for the penalty amount will be given in travel certificates not to exceed 80% of their vacation price and the remainder of the refund will be given in the original form of payment. This protection program is only available on charter or land only vacations. **NOTE: TRAVEL CERTIFICATES MAY BE USED LIKE CASH WHEN PURCHASING A TRANSGLOBAL VACATIONS' PRODUCT, ARE VALID FOR 1 YEAR AND ARE NONTRANSFERABLE AND NONREFUNDABLE.** Additional details and pricing available upon request.

**TransGlobal Vacations' During Travel Protection:** Unexpected situations can arise even during your dream vacation so protect yourself and your belongings while traveling. This optional protection plan covers you in the event you are prevented from continuing your vacation due to you, a traveling companion's or you or your traveling companion's immediate family member's covered injury, illness, or death. Additional coverage includes emergency evacuation and medical expense reimbursement, baggage protection for loss, theft, damage, or delay, plus 24-hour emergency travel assistance services. Terms, conditions, exclusions and limitations apply and are detailed with the policy benefits in the Description of Coverage brochure. This plan is underwritten by National Union Fire Insurance Company of Pittsburgh, PA, a member of the American International Group. Please refer to the Description of Coverage for full details or for additional information on the During Travel Protection please call C.D. Benefit at (800) 272-2242. Additional details and pricing available upon request.

### II. RESPONSIBILITIES

**Travel Agents' Responsibilities:** The travel agent is responsible for providing information to you, examining and verifying all information, and ensuring that you understand all of the policies, fees and requirements to which you are subject. Any travel agent who makes a reservation on your behalf acknowledges this responsibility.

**Your Responsibilities:** You must check in at least 2 1/2 hours prior to the scheduled departure and report to the gate at least 30 minutes before departure time. Failure to comply with these conditions may result in the loss of your seat to a stand-by passenger. Your rights and remedies set forth herein are in addition to any other rights and remedies under applicable law, but if you agree to a refund, you waive all other remedies. Due to the fact that TransGlobal Vacations sells leisure vacations, individuals attending a convention may not use this product for their hotel stay. If this vacation is used for any reason other than leisure travel, some hotels may directly assess an additional surcharge during holiday, convention or special event time periods. Unless you file any claim you may have with TransGlobal Vacations within 30 days after the termination of this trip, TransGlobal Vacations is released from further liability.

**TransGlobal Vacations' Responsibilities:** The operation of charters is being conducted pursuant to Part 380 of the DOT's Charter Regulations. As the principal tour operator of this charter, TransGlobal Vacations is responsible to you for making all arrangements for transportation,

accommodations and services offered, provided that in the absence of negligence on the part of TransGlobal Vacations, TransGlobal Vacations' responsibility does not extend to any liability for personal injury or property damage arising out of or caused by any negligent act or omission on the part of any direct air carrier, optional tour operator, hotel or motel operator, ground transportation contractor or any person rendering any services being offered. TransGlobal Vacations is not responsible for any changes made by scheduled air carriers which are beyond our control. This includes, but is not limited to, routing changes, aircraft equipment changes, flight cancellations or any changes to flight schedule. In no event shall any party be liable for consequential damages. TransGlobal Vacations reserves the right to substitute hotel/motel accommodations and to make alterations in the itinerary which do not constitute a major change, if necessary, due to circumstances beyond the control of TransGlobal Vacations. Special requests such as room location, special meals or assistance will be communicated to the appropriate party, but cannot be guaranteed by TransGlobal Vacations. Energy surcharges and additional bedding such as rollaways and cribs are not included and are payable directly to the hotel. Specials may be withdrawn at any time. Rates are based on availability.

**Air Carriers' Responsibilities:** Air carriers shall not be liable for any loss, injury, accident, delay or irregularity which may occur by reason of defect or through the acts or omissions of any person or company performing or rendering the services described in vacation brochures and/or flyers. The services described in vacation brochures/flyers other than air carriage furnished by those air carriers directly named are furnished by independent contractors who are not servants, joint venturers or partners with the named air carriers.

### III. FLIGHT INFORMATION

Read your travel documentation carefully for arrival and departure instructions, including terminal information, check-in locations and flight times. Flight times are tentative and subject to change. Charter Air Carrier: Depending on your vacation, charter air transportation will be provided by Champion Air (727-200), Ryan International Airlines (737-400, 737-800, A320 or A321) or other designated carriers. The respective carrier reserves the right to substitute equivalent aircraft if necessary.

**International Charter Flights:** The operation of these flights is subject to the respective foreign government granting landing rights for the flight. If the air carrier cannot obtain these rights, the flight will be canceled and a full refund will be made to you automatically.

**Proof of Citizenship:** Acceptable forms of proof of citizenship for U.S. citizens traveling between the U.S. and our International Destinations are: A valid passport (All Destinations); A certified, state issued birth certificate with a raised seal along with a valid government issued photo ID (i.e., a current driver's license) (All Destinations, except Central America and Belize); A naturalization/citizenship certificate along with a valid government issued photo ID (Mexico and Jamaica only). Please consult your Travel Agent or the Destination Consulate for further information. It is the traveler's responsibility to provide proper documentation. Married or divorced women traveling under names other than what is printed on their travel documents, must supply a marriage license and or/divorce decree (a copy is acceptable).

**SPECIAL REQUIREMENTS FOR CHILDREN TRAVELING TO MEXICO:** Minors under 18 years of age must travel with the consent of both parents. If a minor is traveling with only one parent, that parent must hold a notarized letter of consent from the absent legal parent or a copy of the legal document giving that parent sole custody. If one parent is deceased, a copy of the death certificate is necessary. If a minor is traveling without legal parents, a notarized letter of consent must be submitted and signed by the legal parents. Children do not need a photo ID with their birth certificate if under 18 years of age and traveling with their legal guardian. All children, including infants, require a birth certificate.

**SPECIAL REQUIREMENTS FOR CHILDREN TRAVELING TO THE DOMINICAN REPUBLIC WITHOUT AT LEAST ONE PARENT:** Minors under 14 years of age traveling without at least one parent are subject to very strict and unique requirements. See your travel agent who may contact TransGlobal Vacations for details. Failure to possess required documents may result in denied boarding. No refunds will be made to passengers who fail to possess proper documentation and are denied boarding for entry into the destination. **Foreign travelers, visit your local consulate for travel requirements (VISA or other written verification).**

**Baggage Limitations and Claims:** Checked baggage for charter air is limited to two suitcases not to exceed 62" and 55" respectively in overall length, width and height per passenger. Also, the total weight of all suitcases may not exceed 44 pounds. Each piece of excess baggage, subject to carrier acceptance, cannot weigh more than 22 pounds and may be subject to an additional charge. Baggage limitations for scheduled air vary by carrier. Claims on checked baggage will be limited to the carrier liability of approximately \$2,500 per person for domestic flights and

flights unless you declare a higher value and pay any applicable charges. All claims for loss and damage to luggage must be handled by the air carrier at the airport in the form of a written report prior to exiting the airport. The airlines do not accept responsibility for soft-sided luggage. Carry on baggage may be limited, please check with airline.

**Charter Delay Policy:** TransGlobal Vacations subscribes to the following guidelines for passenger compensation associated with charter flight delays:

**Outbound & Return Flight**

Less than 4 hours	..... No compensation
4 hours to less than 8 hours	..... \$100 per person credit on future charter air-inclusive trip
8 hours to less than 12 hours	..... \$150 per person credit on future charter air-inclusive trip
12 hours or greater	..... \$250 per person credit on future charter air-inclusive trip

This charter compensation schedule does not apply to weather-related delays, air traffic control delays, security-related delays or passengers who do not travel. Credit is valid for one year from date of issue.

**IV. CANCELLATION/REFUNDS**

If your plans change, your right to a refund is limited. All reservations canceled 46 or more days prior to departure date will incur a minimum \$50 per person administrative fee. If you must cancel your reservation, make any changes to departure date, or reduce the number in the party, you will be assessed the following penalties, plus any applicable airlines or supplier charges. Most air carriers consider a name change to be a cancellation; to avoid penalties, full and complete names are required at time of booking. In order to receive a refund, if applicable, on a scheduled air cancellation, you must return your air ticket to TransGlobal Vacations. **Please note that there are no refunds for cancellations made 7 days or less prior to departure for air-inclusive vacations or less than 48 hours prior to departure for land only vacations. Separate cancellation penalties may apply to holiday or special event departures in addition to nonrefundable deposits. Nonrefundable travel agent fees may be included in your package price. Please consult your travel agent.**

**TRANSGLOBAL VACATIONS PENALTIES:**

All TransGlobal Vacations penalties will be in addition to any supplier penalties (including scheduled airline and hotel penalties) and are subject to change at any time.

Days Prior to Day of Departure	Cancellation Penalty Per Person	
	Domestic (except Hawaii)	International & Hawaii
<b>CHARTER AND SCHEDULED AIR PROGRAMS</b>		
46 or more days	\$50	\$50
45-31 days	\$100	\$150
30-08 days	\$200	\$300
<b>LAND ONLY</b>		
46 or more days	\$50	\$50
45-02 days	\$50	\$150

Additional applicable hotel penalties may apply. Scheduled air penalties are subject to change at any time.

**SCHEDULED AIRLINE PENALTIES:**

Scheduled airline penalties are in addition to the TransGlobal Vacations' penalties detailed above and hotel penalties, and are subject to change at any time. Penalties may apply upon receipt of payment.

Airline(s)	Per Person Penalty
American Trans Air	\$75
Aloha Airlines	\$25 for Inter-island travel
Continental Airlines	Nonrefundable
Delta Air Lines	\$100 Domestic travel
	\$150 International travel
United Airlines	\$100

**ALL PUBLISHED SCHEDULED AIR TICKETS ARE 100% NON-REFUNDABLE. HOWEVER, REUSABLE TICKETS MAY BE APPLIED TOWARDS FUTURE TRAVEL, SUBJECT TO THE APPLICABLE AIRLINE RETICKETING FEE AND APPLICABLE TRANSGLOBAL VACATIONS' REVISION FEE.**

For charter passengers who wish to cancel within the penalty periods and can provide another paying passenger for the same vacation, you may be entitled to a full refund, less a reservation revision fee and any applicable supplier and reticketing fees. For Bulk and Scheduled Air passengers who wish to cancel within the penalty periods, substitutions are not allowed and your right to a refund will be limited (See V. Vacation Revisions). TransGlobal Vacations and hotel suppliers must be informed

of the names of replacement passengers prior to departure but reserves the right to deny any revision or replacement. Your travel agent must confirm your right to all refunds by sending a written request to TransGlobal Vacations at the time of telephone cancellation or revision. No refunds will be made for missed or unused flights or most features. Refunds for unused **Walt Disney World**® Theme Park tickets (such as **Magic Kingdom**® Park, **EPCOT**®, **Disney Animal Kingdom**® and **Disney-MGM Studios**), **NASCAR** race tickets and other similar tickets or passes will not be made. Your right to a refund of unused portions of your car rental is limited and based on individual car company policy. If you accept a refund, you waive all other rights and remedies under applicable law. For customer service questions, please consult your travel agent or TransGlobal Vacations at 1-800-338-2160.

**V. VACATION REVISIONS**

Any changes (other than those subject to cancellation penalties listed above) shall be subject to the following revision fees:

Program	Revision Fee
Air Only/Air-Inclusive	\$25 per reservation*
Land Only	\$15 per reservation

\*Plus applicable airline reticketing fees

**VI. OPERATOR CANCELLATIONS/MAJOR CHANGES**

**Cancellations:** Charter tours will not be cancelled by the Operator less than 10 days before the scheduled departure date except for circumstances that make it physically impossible to perform the charter trip.

**Major Changes:** A major change means any of the following: a change in the departure or return date which TransGlobal Vacations knows more than 2 days before the scheduled flight date; any charter flight delay of more than 48 hours; a change in the origin or destination city; a substitution of any hotel that is not named in this contract; or a price increase occurring 10 or more days prior to departure and resulting in an aggregate price increase of more than 10%.

**Notice:** Notice of any cancellation or major change will be given to you within 7 days after TransGlobal Vacations knows of such a change, but in any event, at least 10 days prior to departure. If TransGlobal Vacations first knows of a major change within 10 days of departure, you or your travel agent will be notified as soon as possible.

**Refund for Major Change:** Upon notification of a major change, you will have the option to cancel without penalty within the 7 days following receipt of notification, but in no event later than departure, and full refund will be made to you within 14 days after cancellation. If notification of a major change is received after departure, you may reject the major

change and will receive a refund of the portion of your payment allocatable to the rejected services within 14 days after the return date named.

**VII. OTHER**

**Itinerary:** Your vacation as set forth in TransGlobal Vacations' flyers and brochures includes the following which form this contract: effective dates; origin and destination; price of each vacation; a listing of the hotels, length of stay at each and other ground accommodations and services.

**Charter Surety:** TransGlobal Vacations has established a Surety Trust Agreement with Marshall & Ilsley Trust Company, 321 N. Main St., West Bend, WI 53095 ("trustee") for the protection of charter participants. Unless you file any claim you may have with TransGlobal Vacations or with Trustee within 60 days after the termination of a charter, TransGlobal Vacations and Trustee will be released from all further liability to you.

**Applicable Law:** It is agreed by and between you and the Operator that all disputes and matters whatsoever arising under or in connection with or incident to these policies and procedures shall be litigated, if at all, in and before a court located in the State of Wisconsin, U.S.A., to the exclusion of the courts of any other state or country.

**Photographs:** Room photographs shown online are for informational purposes only and may not depict the actual category purchased.

**Maps:** The maps on this web site represent approximate locations and attractions and are not meant to be exact in every detail.



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**OPERATOR/PARTICIPANT CONTRACT**

Pursuant to DOT regulations, this contract is required to be signed and sent with payment at time of bookings, for all charter air program participants.

**I (we) have read and agree to the terms and conditions of the Operator/Participant Contract above.**

Here is my check for \$ \_\_\_\_\_ to cover  Deposit  Full Payment

\_\_\_\_\_  
Last Name First Name

\_\_\_\_\_  
Street, City, State, Zip Telephone Number

\_\_\_\_\_  
Last Name First Name

\_\_\_\_\_  
Street, City, State, Zip Telephone Number

Departure Date: \_\_\_\_\_ Return Date: \_\_\_\_\_

Reservation Number: \_\_\_\_\_

**I authorize TransGlobal Vacations to charge the cost of this trip to my credit card number below.**

Please state the type of charge card and account number below (MasterCard, Visa, Discover or American Express).

Per Person Deposit Required.

Type of charge card: \_\_\_\_\_ Account #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Trip cancellation, health and accident protection or insurance is available. Please ask your travel agent for information about this protection or insurance or check here  to receive details directly from TransGlobal Vacations.

**I/We have  accepted  declined the TransGlobal Vacations Travel Protection Plan.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_