



# OUR CONTRACT WITH YOU

www.worryfreevacations.com

## Reservation Contract Form

I (we) have read and do accept the attached contract and all its provisions.

Name(s): \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

For bookings made by professional travel agents:  
Make all checks payable to your professional travel agent.

\$ \_\_\_\_\_ is enclosed to cover the  
( ) Deposit ( ) Full Payment.

For bookings made directly with Worry-Free Vacations® by consumers:  
Full payment via credit card must be made at time of booking. Ask about Travel Protection Plan offered by Worry-Free Vacations. It may protect you against losses due to unforeseen circumstances that cause you to interrupt or cancel your trip.

I purchased optional Travel Protection Plan.  
 I elected not to purchase optional Travel Protection Plan.

Signature(s): \_\_\_\_\_

\_\_\_\_\_

### For Travel Agent Use Only:

Departing From: \_\_\_\_\_ Departure Date: \_\_\_\_\_

Destination: \_\_\_\_\_

Booking Number: \_\_\_\_\_

Check One: ( ) Air Only ( ) Air & Hotel  
( ) Air & Car ( ) Air, Hotel & Car

For reservations made more than 45 days prior to departure:  
A deposit of \$100 per person is required within five days for all domestic and international reservations. Final payment is due 45 days before departure. Reservations are subject to resale if signed Reservation Contract Form and deposit are not received by MLT Vacations Inc.® within five days of booking date.

For reservations made within 45 days of departure: Full payment is due at time of booking.

Note: All payments are subject to the cancellation policy stated in our contract. Hotels and suppliers may have more restrictive rules for holiday and special packages; special payment policies may apply.

### Our Responsibilities:

MLT Vacations Inc., 2915 N. Broadway, Minot, ND 58703, as the charter operator, is responsible to you to provide the services and accommodations that are described as part of this trip. We are not responsible for personal injury or property damage caused by any negligent act or omission by the air carrier, hotel, or other suppliers of any of the services being offered in connection with this trip, unless there is negligence on the part of MLT Vacations Inc. However, in no event shall any party be liable for consequential damages. MLT Vacations Inc. representatives may be employees of MLT Vacations Inc., or may be employees of a third party. MLT Vacations Inc. reserves the right to substitute accommodations due to circumstances beyond the control of MLT Vacations Inc.

**What's included in the price?** The prices include everything stated and paid for in the **Package Includes** section of the brochure. Advertised prices do not include per person air transportation taxes, resort fees, or other items that are not specified as included. Hotel prices published in this brochure are intended for vacation travel. Individuals or groups attending conventions may not use these rates. If this package is used for any reason other than vacation travel, some hotels may directly assess an additional surcharge during conventions or special event time periods. Hotel specials may be subject to change. Please check with Worry-Free Vacations or your professional travel agent.

**What are the payment requirements?** In order to confirm your charter flight, we require a signed contract for each person. If you are using a professional travel agent to book your vacation, the Reservation Contract Form details the deposit and final payment due dates. Your check or money order should be payable to your professional travel agent. If you are booking your vacation directly with Worry-Free Vacations, full payment via credit card must be made at time of booking.

**How are payment deposits secured?** Your payment is protected by a security trust agreement with First Trust National Association as trustee. Any claim must be filed with MLT Vacations Inc. within 60 days after completion of your trip. If MLT Vacations Inc. is unavailable, the claim must be filed within 60 days to NWA Inc., 5101 Northwest Drive, St. Paul, MN 55111. After 60 days, MLT Vacations Inc. and First Trust National Association are released from liability.

**Who is considered a confirmed passenger?** You are a participant in this trip if MLT Vacations Inc. has received full payment, your signed Reservation Contract Form, and your name has been placed on the manifest given to the carrier before flight departure. MLT Vacations Inc. reserves the right to decline, accept, or retain any participant on these flights at any time.

**Which air carriers are used?** MLT Vacations Inc. uses only U.S. certified air carriers as stated in the brochure or supplemental air carriers that are U.S. certified. There may be a need to substitute either the type of equipment and/or the air carrier. Please be aware that MLT Vacations Inc. cannot be held responsible for airline delays.

**For International Flights Only:** Please keep in mind that operation of foreign flights is subject to the foreign government that is involved in granting landing rights for the flight. Refusal of landing rights would cause a cancellation. If a cancellation is caused by refusal of landing rights, you would receive a full refund from MLT Vacations Inc.

### What is the air carrier's responsibility for my luggage?

When you fly to and from your destination the conditions of contract apply, some of which limit or exclude liability. Air carrier liability for loss, damage, or delay to luggage is limited to the actual proven value of such luggage, but not more than \$1,250 per passenger for checked luggage on domestic charter air flights or \$2,500 per passenger for checked luggage on domestic scheduled air flights or \$9.07 per pound for checked luggage and \$400 for unchecked luggage on international flights, unless you declare a higher value and make additional payment before departure. We do not accept liability for luggage or personal property. You should check with your professional travel agent for information on any restricted items. MLT Vacations Inc. Travel Protection Plan provides additional coverage for luggage.

**What happens if the flight is cancelled? Charter flights will not be cancelled by MLT Vacations Inc. less than ten (10) days before the scheduled departure date except for circumstances that make it physically impossible to perform the charter trip.** If the trip is cancelled by MLT Vacations Inc., you will be notified within 7 days, but in no event later than 10 days before departure. All participants who have paid deposits and are holding confirmed reservations at the time of cancellation are entitled to a full refund of all monies paid. If it is necessary to cancel the charter within 10 days (due to circumstances making it physically impossible to operate) you will be notified as soon as possible, but no later than the scheduled departure date, and a refund will be made to you within 14 days after cancellation.

**When are refunds provided for major changes?** If we make major changes prior to departure, you have the right to cancel and receive a full refund. The following are major changes: (1) a change in the departure or return date, unless the change results from a flight delay experienced by the carrier

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(if, however, the delay is longer than 48 hours, it will be considered a major change); (2) a change in the origin or destination city, unless the change affects only the order in which the cities named in a tour package are visited; (3) a substitute of any hotel not listed in the brochure; and (4) a price increase of more than 10 percent occurring 10 or more days before departure. MLT Vacations Inc. reserves the right to increase its prices up to 10 days before departure, even after confirmation and receipt of full payment. In no event can we increase prices less than 10 days before departure. If a major change must be made in the program, you will be notified within 7 days after first learning of the change, but in any event at least 10 days prior to the scheduled departure. If less than 10 days before a scheduled departure MLT Vacations Inc. becomes aware that a major change must be made, you will be notified as soon as possible. **Within 7 days after receiving notification of a major change, but in no event later than departure, you may cancel your reservation and you will receive a full refund within 14 days after cancelling.** If a major change occurs after the departure of the flight that you do not accept, you will be refunded, within 14 days after your scheduled return date, that portion of your payment which applies to the services not accepted.

The rights and remedies that are available under this contract are in addition to any others available under applicable law. However, we offer these refunds with the clear understanding that once you accept the refund, you waive any additional remedies available under applicable law.

**Where would disputes be settled?** When you sign this contract, you agree that all disputes and matters arising under, or in connection with, or related to these policies shall be legally resolved, if at all, in and before a court located in Minnesota, U.S.A., exclusively.

**Is a Travel Protection Plan available?** You can purchase an affordable Travel Protection Plan that protects your vacation investment in the case of certain unforeseen circumstances that cause you to interrupt or cancel your trip and provides other important travel insurance benefits, such as emergency assistance, medical expense coverage, and baggage/travel documents protection. When you purchase the Worry-Free Vacations Travel Protection Plan, you also receive the Pre-Departure Cancellation Waiver Benefit that allows you to cancel your Worry-Free Vacations travel arrangements 48 hours or more before your scheduled departure for any reason not covered by travel insurance provisions. When a cancellation that is not covered by travel insurance provisions occurs during a penalty period, your cancellation penalty will be refunded in Worry-Free Vacations Travel Certificates, with the balance of the refund made in either

cash or credit card credit. Please note: The Pre-Departure Cancellation Waiver applies only if the Travel Protection Plan is purchased within 7 days of your initial deposit/payment and prior to final payment for your trip and does not cover penalties associated with scheduled air arrangements or certain non-refundable items, such as event tickets or passes. The Pre-Departure Cancellation Waiver does not apply to bookings made through our Group Department. Check with your professional travel agent or refer to the *Know Before You Go* section of the brochure for more information.

#### **Can there be name changes on the reservation?**

MLT Vacations Inc. will be as flexible as possible regarding name changes. Name changes may be permitted on charter flights up to 5 pm (Central Time) the business day prior to departure. However, name changes made at the airport must be manually altered – therefore, there will be a \$25 charge per person. In addition, some package features or hotels may not allow name changes, especially during peak periods. If a name change is denied, full cancel fees apply.

**What if I need to cancel?** The right to a refund if you change your plans is limited. The charge will be determined by the date of the cancellation in relation to the departure date.

#### **For Charter Reservations**

1. From receipt of first payment through 31 days prior to the departure date of the originating flight:  
One way or Roundtrip. . . . . \$100 Per Person
2. 30 days to 5:00 pm (Central Time) of the third business day prior to the departure date of the originating flight:  
One way or Roundtrip. . . \$200 Per Person plus hotel penalties  
Hotel penalties may vary by hotel, season, and time to departure, but in no case will be less than one night fee per room. The one-night fee is calculated by dividing the hotel total by the number of hotel nights. The hotel total includes transfers, luggage handling, and maid and bellman gratuities when included with the hotel package. There may be no refund due on certain highly restricted charter airfares. Any charges associated with other optional package components, such as train tickets, event tickets and passes, will be in addition to the cancellation penalties specified above. Travel Protections Plan premiums are non-refundable.

If your reservation is not cancelled with MLT Vacations Inc. by 5:00 p.m. (Central Time) of the third business day prior to the departure date of the originating flight you will forfeit all money paid. Saturdays, Sundays, and legal holidays are not considered business days.

We consider the following changes to be cancellations and subject to cancel penalties: change of departure or return dates, change of destination, flight pattern, hotel, or class of service. If you make a change you will be assessed cancellation fees. You will also be charged if MLT Vacations Inc. has made payment for features or services on your behalf that we cannot recover from our supplier partners.

Refunds will not be given for passengers who are denied boarding. Reasons for this may include but are not limited to: lack of proper travel documentation, non-notification of unaccompanied minor status, and lack of proof of age for unticketed, lap-held children.

Inquiries must be received by MLT Vacations Inc. within 90 days of the originating departure date. Our cancellation and refund policy is subject to change and may vary from terms listed above for certain programs.

**Note: There are no exceptions of any kind - INCLUDING MEDICAL EXCEPTIONS - to our cancellation and refund policy.**

