Deacon’s Couples Getaway Agreement 2014

Services

Deacon Harold shall contract with hotel(s) and other business establishments so as to provide the Traveler with the items listed in the Trip Includes section of the flyer/brochure/website. In the event of cancellations by the hotel or if the number of travelers Deacon deems necessary to provide the trip is not reached, Deacon Harold shall have the right, without liability to the Traveler, to either contract with alternate hotels of equal or greater quality without penalty or at no additional cost to the Traveler, or to refund Traveler all amounts paid to Deacon Harold by Traveler in which event Deacon Harold shall have no further liability to Traveler. Deacon Harold does not own or operate any person or entity which is to provide goods or services for the Traveler’s trip including, for example, accommodations, air, land, rail, water or other transportation, food service, local guides, etc. As a result, if these services or components are prevented, restricted or interfered with by reason of causes beyond Deacon Harold’s control, including without limitation, acts of civil or military authorities, by reason of statute, rule, or action of federal, state or local government or agency, acts of public enemy, acts of terrorism, criminal activity, war, riot, embargoes, civil commotion, insurrection, strike or labor unrest, acts of God, attacks by animals, severe weather conditions, storm, flood, fire, earthquake, power or communication line failure, sickness, food poisoning, unsafe sanitary conditions, quarantine, acts or omissions of carriers including but not limited to breach of contract, cancellation, delay or over booking, acts or omissions of other providers such as hotels, local ground handlers, entertainers or sightseeing services or restaurants including but not limited to breach of contract, cancellation, delay or over booking, or Traveler’s negligence, Deacon Harold shall not be liable for any claims, losses, damages (direct, indirect, consequential or incidental), costs, or expenses including without limitation, injury, accident or death, inconvenience, loss of enjoyment, loss of pay, or emotional distress, whether physical or mental, arising out of or in connection therewith. Deacon Harold recommends that you visit the websites of the Department of Transportation (www.dot.gov), U.S. Department of State(travel.state.gov), and the Federal Aviation Administration (www.faa.gov) for current news and releases regarding air travel and safety. Deacon Harold reserves the right to make changes in the published itinerary whenever, in his judgment, conditions warrant, or if he deems it necessary for the comfort, convenience, or safety of the trip. Baggage and personal effects are solely the responsibility of the Traveler.

Changes in Bookings

Revisions or alterations made to a reservation after the booking is confirmed will incur a fee of $50 per person (per change), unless the change increases the value of the booking. Corrections to name spellings cannot be made once submitted through registration. Traveler shall notify Deacon Harold for any changes in address, telephone number, or email address prior to the trip commencement date. Deacon Harold is not liable for misdirected mail, telephone calls, or email.

Payments

Non-refundable deposit is due immediately upon registration. Final payment will be due in full December 9th, 2013.

Cancellation Charges | Cancellations/Refunds

Each participant acknowledges that Deacon Harold’s Cancellation Policy supersedes the policies of any and all outside vendors’ policies. To cancel your reservation you must send us written notice (by mail or fax) to: Deacon Harold , Attn: Cancellations, PO Box 270066, West Allis, WI or fax # (414) 545-3174. Deacon Harold recommends that you purchase traveler’s insurance. It is the traveler’s responsibility to confirm that the cancellation has been received by Deacon Harold.

If you do not make payments as agreed upon, your reservation will be subject to cancellation and cancellation fees will apply.

If you fail to appear on the trip, regardless of the reason, your reservation will be cancelled.

Each passenger expressly acknowledges that because of the special nature of the event and the additional expenses incurred by Deacon Harold related to cancellation, re-booking, potential lost revenue, and finding booking replacements, that Deacon Harold will suffer damages and expenses. The parties agree that the liquidated damages provisions shown in the table below represent a fair, reasonable and agreed upon determination of those damages and expenses and will apply regardless of the reason for cancellation, even those due to unexpected or special circumstances.

•From time of reservation to August 31, 2013 - $250 booking fee

•From September 1, 2013 to October 31, 2013 - 25% of Trip Price and additional room night charges (if applicable), plus 100% of any other fees.

•From November 1, 2013 to December 31, 2013 - 50% of Trip Price and additional room night charges (if applicable), plus 100% of any other fees.

•From January 1, 2014 until the date of the trip - 100% of Trip Price and additional room night charges (if applicable), plus 100% of any other fees.

No refunds for no shows or when cancelled after December 31, 2013. After cancellation fees are incurred, if there is a remaining balance due, Deacon Harold may, in its sole discretion, consider your notice of cancellation to be invalid and thus may not release your reservation until payment of the cancellation charges is received; therefore a delay in payment may result in a higher cancellation fee being owed. If a refund is due, Deacon Harold will credit a refund within 60 days of receipt of the written request for cancellation.

Passenger expressly acknowledges that Deacon Harold highly recommends travel/cancellation insurance for each and every passenger. It is the sole responsibility of each passenger to purchase travel / cancellation insurance.

Documentation

A valid drivers license, government issued photo id, or passport is required for hotel check-in. For Jamaica, a passport is required to enter/leave the country. Any guest traveling without proper documentation will not be allowed to check-in at the resort and no refund of the trip price will be issued. A valid credit card must be presented to hotel upon guest check-in.

Trip Price

Prices are based on double occupancy and include 6 days/5 nights resort accommodations (in the room category of your choice) at the Riu Montego Bay, resort taxes, maid gratuities, all speaking sessions.

Other Charges

Optional travel/cancellation insurance, laundry, clothing, room service, telephone charges, optional activities, local transportation including ground transportation, side trips, airline tickets, incidental hotel charges (a valid credit card will be required at check-in), and all other items not expressly listed in the Trip Includes section.

Traveler Responsibility

Each Traveler is responsible for all of his or her actions from the departure flight until arrival back to the departure city. Each traveler must obey the laws of Jamaica.

Handicap Accessibility

Hotels, transportation services, and other facilities are not necessarily handicap accessible. If the Traveler has a disability, which may require special assistance, the Traveler must notify us in advance in writing.

Photography | Sharing of Information

Deacon Harold and/or its promotional partners have the exclusive right to include photographic, video and other visual portrayals of passengers in any medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to passengers, and all rights, title and interest therein shall be Deacon Harold’s sole property, free from any claims by passengers or any person deriving any rights or interest from a passenger.

Miscellaneous

Arbitration will be used as a means of seeking relief as well as the court process. It is agreed by and between the participant(s) and Deacon Harold that this entire agreement supersedes all prior representations, agreements or understandings of the parties. All disputes and matters whatsoever arising under, in connection with or incident to this Agreement, shall be construed and governed by the laws of the State of Oregon wherein the Circuit Court of the State of Oregon shall have exclusive jurisdiction in a dispute arising under this Agreement. In the event of a dispute between the parties, the prevailing party shall be entitled to be paid the reasonable attorney fees and costs by the losing party, both in the Circuit Court and on appeal.