

TERMS AND CONDITIONS

PRICE:

- The price of the tour is: **\$5,135** per person in a double room or **\$5,435** in a single room, based on a party of **40 people, PLUS** transportation to/from Miami. The price is guaranteed, but if due to unforeseen circumstances beyond **Ya'lla Tours USA Inc.'s** control, our suppliers increase the prices, **Ya'lla USA Inc.**, will adjust the price accordingly.
- Should a single traveler wish to share a room with another traveler, and **Ya'lla Tours USA Inc.** is unable to match him/her with a roommate, the single room supplement will apply.
- Should the number of participants, 120 days prior to departure, be lower than the published minimum number of participants to operate the tour, the price will be adjusted accordingly or the tour will be canceled.

DEPOSIT AND PAYMENT POLICY:

- Final payment is due **May 25, 2016**.

CANCELLATIONS & REFUND:

- **For cancellation of 119 to 75 days prior to departure a cancellation fee of 75% of the tour cost will apply.**
- **For cancellation of 74 days and less prior to departure, a cancellation fee of 100% of the tour cost will apply.**
- No refund will be paid for unused services such as: transfers, sight-seeing, meals, hotel accommodations, entrance fees, and others that are listed in the tour program.
- **The travel insurance is NON-REFUNDABLE.**

LAND ARRANGEMENTS:

- The Tour Operator reserves the right to change the itinerary due to unforeseen circumstances. In all cases, **Ya'lla Tours USA Inc.** will do its best to maintain the content of the tour.
- The Tour operator reserves the right to change the hotels listed on the tour for others of similar quality.

PASSENGER RESPONSIBILITY:

- Passenger has read the above terms and conditions and agrees to each of them. Passenger hereby warrants that he/she fully understand each of them. Specifically passenger understands that should he/she cancel their trip for any reason, passenger will be charged the cancellation fee set out in the "Cancellations & Refunds" section.

RESPONSIBILITY AND LIABILITY:

Whereas **Ya'lla Tours USA Inc.** and the participating airlines and tour operators operate the land tours offered under this program only as agents of the aircraft, railroads, car rental contractors, steamship lines, hotels, bus operators, sight-seeing contractors and others who provide the actual land arrangements, we are not liable for any act, omission, delay, injury, loss or damage or nonperformance occurring in connection with these tours.

The Passenger contract in use by the airline concerned, when issued, shall constitute the sole contract between the airline and the purchaser of these tours and/or passenger.

Ya'lla Tours USA Inc. reserves the right to bring legal action to collect damages in the event that purchaser fails to pay any fees due and owing for services, including cancellation fees as set out in the section entitled "Cancellations & Refunds". The parties agree that should legal action be commenced, the prevailing party will be entitled to his/her or its reasonable attorney fees and court costs in addition to the actual damages sustained and proven., Venue for any dispute is Multnomah County Circuit Court, Oregon. This contract shall be governed by the laws of the State of Oregon.

ENTIRE AGREEMENT SEVERABILITY:

This is the entire agreement of the parties and it may be amended only by written agreement signed by both **Ya'lla Tours USA Inc.** and the client. If any part of this agreement is held unenforceable by a court of law, the rest of this agreement will nevertheless remain in force and effect.

TRAVEL INSURANCE:

Each tour participant is responsible for paying any applicable fees for cancellation, medical treatment, medical evacuation, and repatriation of remains. Ya'lla Tours USA highly recommends the purchase of travel insurance for cancellation (for covered reasons), medical treatment, medical evacuation, and repatriation of remains. Travel insurance is not included in your tour price.