2025 BORDEAUX RESERVATION FORM

~ Each person must fill out this Form.

~ Each person must also sign and date the last page of the Terms & Conditions.

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Name ***as it appears on Passport***_____

Passport # _____ Expiration Date _____

Address_____ City _____ State___ Zip ____

Day Phone_____ Evening Phone_____

Email:_____

List Dietary Restrictions:

Room:

◊ Sharing with _____ ◊ Need a roommate!

◊ Requesting a private room *($1,983) supplement required)*

Emergency contact *while out of USA:*

Name _____ Phone_____

Your Signature _____ Date _____

TO REGISTER SEND THE FOLLOWING:

◊ *Completed Reservation Form*

◊ *Terms & Conditions:* ***both*** *pages* ***signed & dated***

◊ *Check for deposit of $2,000 USD per person payable to Wine-Knows TRUST*

Wine-Knows Travel Inc. / 3360 Sagewood Hills Road / Vista, CA 92084

760.842.8812 dunn@WineKnowsTravel.com
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WINE KNOWS TRAVEL, INC.
a California corporation

TERMS AND CONDITIONS FOR TRAVEL

The following is a binding agreement ("Agreement") between Wine Knows Travel, Inc., a California corporation ("Wine Knows"), and the tour participant ("Participant"). Participant agrees that the following terms and conditions apply as part of the consideration for taking this tour.

1. **Smoking.** For the comfort and safety of others this is a non-smoking tour.

2. **Physical Requirements.** Participants must in good physical health and be able to keep up with the pace of the group. The tour often requires climbing two or more flights of stairs, walking distances of up to 3/4 mile (1200 meters) at a moderate gait and negotiating cobble-stone streets and other irregular surfaces including dirt, gravel and/or wet surfaces. Participants will be required to carry their own hand luggage and personal items on day trips. All participants warrant they are in reasonable physical health without physical limitations that would prevent participation in the activities as described or require special accommodations for transportation or lodging from Wine Knows or any third party hired or provided by Wine Knows. Concerns over any aspect of the tour's physical requirements should be addressed with Wine Knows before placing the trip deposit.

3. **Foreign Laws Apply.** Participants acknowledge that they will be traveling outside the USA and the laws of other countries may vary from county to county and that USA Federal and/or State laws, regulations and standards that apply to such areas as consumer protection, building safety, and accommodation for those with physical challenges or disabilities are not applicable. Participants further acknowledge that it is beyond the ability and control of Wine Knows to provide accommodations and/or transportation that meet USA Federal and/or state Disability, building construction or consumer protection laws, regulations and standards while traveling to or at tour destinations and locations.

4. **Deposit & Payments.** A Deposit of $2,000.00 US is due at the time of booking. A second installment payment of $1,500.00 US is due by June 1, 2024. The third installment of $1,500 is due by January 10, 2025. The final payment is due by May 1, 2025. There will be a $100.00 US charge for late payments. Please make all checks payable to Wine Knows Travel, Inc**. Trust Account**.

5. **Refund/Canellation Policy.** A non-refundable fee of $500.00 US, applies for all cancellations. Cancellations received prior to May 1, 2024 will be fully refunded less the cancellation fee.

- A 70% refund of the remaining funds will be made to those who cancel between May 2, 2024 and September 1, 2024.

- A 50 % refund of the remaining funds will be made to those who cancel between September 2, 2024 and December 1, 2024.
- A 20% refund of the remaining funds, if any, will be made to those who cancel between December 2, 2024 and March 1, 2025.
- There will be *no refunds for cancellations after March 1, 2025*.
- Trip cancellation insurance is ***strongly recommended*** and can be purchased for a nominal fee.

Upon cancellation of the transportation of travel services, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the passenger, all sums paid to the seller of travel for services not provided will be promptly paid to the passenger, unless the passenger advises the seller of travel in writing, after cancellation. This provision does not apply where the seller of travel has remitted the payment to another registered seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed upon transportation or service. In this situation, the seller of travel must provide the passenger with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of the wholesaler.

This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the Passenger is owed a refund of more than $50 for transportation or travel services which the seller of travel failed to forward to a proper provider of such money was not refunded to you when required. The maximum amount which may be paid by TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed $15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of travel. A claim must include sufficient documentation to prove your claim and a $35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. For further information visit TCRC's website at www.tcrcinfo.org.

California law requires that certain sellers of travel to have a trust account or bond. This business has a trust account.

If you are a passenger who is purchasing the trip from outside of California, note that this transaction is not covered by the Restitution Fund.

6. Package Tour/Itinerary changes. Participant acknowledges that the tour is sold as a package hence there can be no refunds for accommodations, meals, transportation, services or activities that are not utilized. There maybe changes in itinerary due to unforeseen circumstances. However Wine Knows will make its best effort to ensure that any substitution will be of like quality.

7. Currency Fluctuations. All prices listed are based upon currency valuations at the rate of exchange existing on January 10, 2024. Prices will be adjusted in the event of a material change in the currency exchange rates as determined by Wine Knows in its sole discretion.

8. Release of Liability/Waiver. Participant expressly agrees that Wine Knows Travel, Inc., and its officers, directors, employees and agents are hereby released from liability for any loss, damage, injury or expense arising out of any accident to person or loss of or to personal property (theft or otherwise), due to the negligent act or omission by Wine Knows, its officers, directors, employees and agents or any third party hired, retained or referred by Wine Knows.

9. General Provisions.

(a) Entire Agreement/Other Representations: This Agreement, the Brochure and any attached Addendums constitute the final, complete and exclusive statement of the terms under which the tour is provided and supersedes all prior and contemporaneous understandings. Participant acknowledges there is no reliance on any representation or warranty outside those expressly set forth in this Agreement, attached amendments and the brochure.

(b) Severability: If a court or arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

(c) Full Understanding: Participant acknowledges that this Agreement, and any amendment thereto and the Brochure describing the tour sets forth the full and complete understanding. Any other agreement, written or oral, is without force and effect.

(d) Choice of Laws/Venue: This Agreement shall be interpreted and construed in accordance with the laws of the State of California, as may apply and any action, arbitration or mediation brought in equity or law to recover damages or enforce its terms shall be brought in the Superior Court of the State of California, County of San Dan Diego or the United States District Court for the Southern District of California.

(e) **Arbitration**: Any dispute including the enforcement or interpretation of this Agreement, except for injunctive relief as set forth in Section 9 (f) below, including an action at law for damages, shall be submitted to binding arbitration under the laws of the State of California pursuant to C.C.P. §§ 1280-1294.2. **NOTICE TO PARTIES: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY ISSUE REGARDING THE ENFORCEABILITY OF THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY TRIAL OR COURT TRIAL EXCEPT FOR MATTERS INVOLVING INJUNCTION.**

(f) **Injunctive Relief**: Because a breach may cause irreparable harm for which money is inadequate compensation, this Agreement may be enforced by injunctive relief including Temporary, Preliminary or Permanent Injunction in a court with jurisdiction as described above in Section 9 (d) without regard to the arbitration clause above.

(g) **Attorney's Fees**: If either party brings an action or proceeding against the other at law or to enjoin, enforce or declare its rights including the cancellation or recession of this Agreement, prevailing party shall be entitled to reasonable attorney's fees and costs incurred in connection therewith.

(h) **Binding Effect**: The terms and conditions of this Agreement shall continue to be binding upon both parties thereto, their successors and assigns. No amendment shall be binding unless in writing.

(i) **Notice**: All notices are to be served to each Party at the address listed below.

Acceptance of Contract: ***By forwarding of deposit, the participant certifies that he/she does not have any mental, physical or other conditions that would create a hazard for him/herself or other participants, and accepts all of the terms and conditions in this contract.***

WINE KNOWS TRAVEL, INC.
a California Corporation

By: _____

June Forkner-Dunn, PhD / CEO

3660 Sagewood Hills Road

Vista, CA 92084

Phone: 760.842.8812

Email: dunn@wineknowstravel.com

PARTICIPANT

By: _____

Print Name_____

Print Address _____

Phone _____

Email _____