

PINNACLE TRAVEL PARTNERS LLC

FAMILIARIZATION AGREEMENT

This Familiarization Agreement is made and entered into this ____ day of _____, _____, by and between Pinnacle Travel Partners LLC, an Indiana limited liability company, herein referred to as “Pinnacle,” and _____, herein referred to as “Client.”

RECITALS

WHEREAS, Pinnacle is a travel agency which arranges and books Familiarization Tours (“FAM Tours”) for professionals in the hospitality industry with the purpose of educating the professionals about a travel destination; and

WHEREAS, Client is a professional in the hospitality industry and has certified his or her credentials to Pinnacle as set forth in this Agreement; and

WHEREAS, Client desires to engage Pinnacle to arrange and book a FAM Tour and Pinnacle desires to arrange and book a FAM Tour for Client according to the terms of this Agreement.

NOW, THEREFORE, upon Client booking a FAM Tour with Pinnacle and a payment is processed for any travel arrangement, Client agrees to be subject to the terms and conditions contained in this Agreement.

ARTICLE I QUALIFICATIONS

1.01 Air Inclusive FAM Trips. Client must provide to Pinnacle a current IATAN ID Card or copy of IATAN List to be eligible for booking a FAM Tour.

1.02 All Land FAM Packages. Pinnacle will accept any travel industry recognized travel credential or a letter from the Client’s affiliated travel agency as qualification to book a FAM Tour. If a second person is to accompany Client on the FAM Tour, companion rates shall apply regardless of professional or personal relationship to the Client and/or Pinnacle.

1.03 Travel Documents. Client is required to have a valid US Passport with at least a 7-month validity beyond travel date to travel on the FAM Tour. A FAM Tour participant traveling on non-US passport must advise Pinnacle in advance and verify entry eligibility. Pinnacle is not responsible for denied passage or entry for non-US passport holders.

1.04 Health Requirements. It is the responsibility of the Client to obtain the necessary Visas, vaccinations or meet other health requirements to travel on the FAM Tour. Client must confirm the applicable entrance requirements with the Customs or Consulate of the Client’s destination country or countries or confirm with the U.S. Customs and Border Protection and its Regulations for International Travel.

ARTICLE II TRIP DETAILS

2.01 Trip Confirmation. Upon submission by Client of his or her Reservation application, Pinnacle shall notify Client by email if Client's application is accepted or declined by Pinnacle. Client SHOULD NOT purchase domestic airline tickets until Client has received a FAM Tour confirmation from Pinnacle and Client's payment of FAM Tour fees has been processed.

2.02 Transfers and Sightseeing. A complete program is offered throughout each tour package as shown within the itineraries. Entrance fees to places of interest as well as lunches on full days outings where specified are included in the FAM Tour cost.

2.03 Tipping. Personal tipping is left to Client's discretion.

2.04 Domestic and International Air. Client is responsible arranging Client's flights to/from domestic United States to connect with international flights. Pinnacle has no control over flight schedule changes, fare or tax increases; therefore, any fare or tax increases will be reflected until the time of ticketing. Pinnacle will not and cannot handle individual requests pertaining to air transportation including, but not limited to, seat assignments, special meals, frequent flyer miles or similar. All such requests must be handled directly between the Client and the respective airline. Luggage is at Client's risk unless Client elects to purchase insurance for his or her luggage.

2.05 Air Inclusive FAM Tours. Pinnacle is not responsible for flight interruption or delays. Any claims should be addressed to the airline directly.

2.06 Not Included. FAM Tour prices do not include items which are not specifically provided for in this Agreement. As an illustration and not as a limitation, FAM Tour prices do not include passport or visa cost if applicable, meals that are not included in the FAM Tour, tips, laundry, mineral water, excess baggage, and items of purely personal in nature. Shipping cost of Client's travel documents are also not included in the FAM Tour price.

2.07 Non-Refundable. Payment of FAM Tour price is non-refundable once processed.

2.08 Cancellation. Payments for a FAM Tour which are cancelled by the Client are non-refundable. Unused FAM Tour features are neither refundable nor exchangeable once the FAM Tour is in progress.

2.09 Alteration. Pinnacle reserves the right to cancel or alter the content of the FAM Tour or vacation package should conditions make this necessary. In this event, the best possible alternative will be offered, and a proportional refund made as appropriate, at the sole discretion of Pinnacle. Pinnacle reserves the right to change hotels based on availability and group size.

ARTICLE III
WARRANTY, INDEMNITY AND INSURANCE

3.01 Tour Performance Warranty. If, for any reason within its control, Pinnacle fails to provide any service, hotel, cruise, meal, or transportation as outlined in the final itinerary, an appropriate refund, as determined in the sole discretion of Pinnacle, will be issued to the Client upon presentation of a completed service adjustment coupon or written authorization from Pinnacle's overseas representatives. No claim for refund shall be considered if not made by Client within twenty-one (21) days from Client's completion of a FAM Tour.

3.02 Travel Agent and Companion Conduct. Pinnacle offers FAM Tours and FAM Tour rates to travel agents and their companions and spouses as a privilege. Pinnacle and its operating partners require travel agents and their companions to conduct themselves in a professional and courteous manner during the entire trip. A Client who accepts to participate in the FAM Tour with the understanding that the Client and/or the Client's companion may be bumped or sent home before the completion of the FAM Tour in the event the Client and/or the Client's companion exhibit unacceptable and disruptive behavior and such behavior is not corrected upon warning. Client will be responsible for ALL expenses related to being released from the FAM Tour, including but not limited to, new airfare, land transfer, additional hotel accommodations.

3.03 Responsibility and Liability. Pinnacle in operating these land arrangements is responsible for supplying the services and accommodations offered to the FAM tour participants as stated in the Pinnacle's online brochure. Pinnacle, as tour operator, disclaims all liability for loss, damage or injury sustained in connection with services and accommodations provided by railroads, bus operators, local sight-seeing companies, tour operators, steamship companies, cruises, airlines, hotels and lodging facilities, all operating under the laws of the country in which these services are provided. Pinnacle reserves the right to alter any land tour arrangements. Flights (when applicable) are offered on IATA carriers, which cannot be held responsible for any act, omission or event during the time the Client is not on board their aircraft. Cruise tickets when issued, constitute the sole contract between the carrier and the Client and are not in any event responsible for any act, omission or event, occurring during the time the Client is not aboard their plane, vessels or other conveyances. All rates are subject to change without prior notice.

3.04 Indemnification, Waiver, and Release. By booking and participating on the FAM Tour, the Client, the Client's personal representatives, successors, assigns, heirs, legal representatives, and next of kin agree to indemnify and hold Pinnacle harmless and their respective officers, directors, employees, and agents from and against any and all rights and/or claims that may have for any loss or damage arising out of or in any way related to, directly or indirectly, during the trip. Specifically, this Waiver and Release is intended to include, but not be limited to, any injuries, loss, or damage that may be caused by the negligence of Pinnacle in sponsoring and/or organizing the FAM Tour. Pinnacle is not responsible for failure of Client to follow instructions given in travel documents including, but not limited to, check-in and check-out times and baggage handling, and failure to obtain required documentation such as passports, visas and health certificates where required. A Client failing to follow instruction will not be entitled to a refund. Only Pinnacle representatives, who possess written authority to do so, may vary, add or waive any term or condition in this Agreement. Any legal proceedings both on behalf of or against Pinnacle

must be instituted only in a federal or state court located in the State of Indiana, and such claim will be decided using the laws of the State of Indiana. Any legal proceeding against Pinnacle must commence no later than one year after the travel services have been completed.

3.05 Travel Insurance. While Pinnacle strongly recommends the purchase of travel insurance, it is the responsibility of Client to purchase travel insurance for the FAM Tour. Client must specifically decline travel insurance if Client does not want to purchase travel insurance from Pinnacle. Client may obtain other third-party coverage for trip cancellation, medical, and travel interruption

3.06 Pinnacle's Reserved Rights. Pinnacle reserves the right to accept or reject any person as a tour participant from the FAM Tour, to make changes in the itinerary, or services whenever Pinnacle, in its sole discretion, deems it necessary to the comfort, convenience or safety of the tour participants, and to cancel a FAM Tour at any time. If Pinnacle cancels a FAM Tour, an alternative date or a voucher for the full amount paid is the sole remedy of the Client.

ARTICLE IV MISCELLANEOUS

4.01 Notice. Any notice required or permitted to be given hereunder shall be sufficient if in writ and shall be deemed given when personally delivered or three (3) days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to Pinnacle at its principal place of business and to Client at his or her last known address as shown in Pinnacle's records.

4.02 Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

4.03 Waiver of Breach. Pinnacle's waiver of a breach of any condition of this Agreement by Client shall not be construed as a waiver by Pinnacle of any subsequent breach by Client.

4.04 Assignment. The rights and obligations of Pinnacle under this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of Pinnacle. This Agreement shall not be assignable by Client.

4.05 Governing Law. This Agreement shall be governed by the laws of the State of Indiana.

4.06 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior oral and written agreements of the parties. This Agreement may not be changed orally but only by a written amendment signed by both parties.

4.07 Survival. Any and all rights and obligations of Employer and Employee hereunder shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

PINNACLE TRAVEL PARTNERS LLC

By: _____
President

CLIENT

By: _____
Printed: _____