

fair trade contract



YOUR CONTRACT WITH APPLE VACATIONS

Please also refer to our "Things To Know Before You Go" page accompanying this contract.

1. BOOKINGS AND PAYMENTS

All that is required to reserve your vacation is a signed booking form and the applicable deposit per person, plus the AV-OK plan payment (if selected). **The balance due must be paid at least 45 days before departure** (for bookings within 45 days of departure, full payment is due at time of booking). **Full payment by credit card is required at time of booking for bookings made directly on our website, applevacations.com.** Bookings for travel Dec. 22 through Dec. 27 will require payment in full by October 15. For certain holiday departures, full payment is due 60 days prior to departure. We reserve the right to treat the booking as cancelled by you if the balance due is not paid on time.

Deposit requirements: For vacation packages utilizing published airline tickets, full payment of the air portion of the package is required at the time of guarantee (credit cards only); for vacation packages using contracted scheduled air, the minimum deposit is \$200 per person; and for Charter air bookings the required deposit is \$125 per person.

Sid, Belize and select Caribbean islands (Bonaire, British Virgin Islands, Grenada, Guadeloupe, St. Barths, St. Vincent & The Grenadines and Tobago) have special terms and conditions. Please see the applicable terms and conditions on our website. Late bookings often require us to incur additional costs for faxing, updating and confirming your hotel accommodations. Therefore, we will charge a late booking fee of \$10 per person, in addition to the normal price on all vacations booked 14 days or less prior to departure.

Apple Vacations reserves the right to issue scheduled airline tickets once the booking is under applicable deposit.

2. AMENDMENTS AND CANCELLATIONS

If you cancel your vacation or change your departure date, flight, duration, class of service, name, departure city, destination or hotel, the charges shown below become payable by you. **Significant additional penalties (i.e. non-refundable airline tickets and fees, non-refundable or non-transferable hotel promotions) may apply.**

CANCELLATION AND CHANGE PENALTIES			
Change per person (\$) or as a % of the vacation price (including taxes and fuel surcharges)			
Notice received by Apple Vacations in advance of departure	Charter	Cancel Penalties	Change Booking
45 days or more	\$45	\$45	\$45
44-31 days	\$125	\$75	\$75
30-8 days	100%	\$250	\$250
7-0 days	100%	\$500	\$500

LAND ONLY AND SCHEDULED AIR PACKAGES:
Pre-departures: both the cancel and booking change fees are \$45. Apple fee plus applicable hotel and airline penalties.
*These fees apply to changes to the departure date, flight, duration, class of service, departure city and destination.
Scheduled air change fees may be up to 100% of the fare.

HOTEL AND NAME CHANGES	
LAND ONLY, CHARTER AND SCHEDULED AIR PACKAGES	\$45 Apple fee plus applicable hotel and airline penalties.

You must notify us immediately of any arrangements or cancellations. If you booked through a travel agency, all communications pre-departure must be via your travel agent. If you provide a substitute participant on a vacation, cancellation charges will be waived, but change fees apply.

If the number of individuals occupying a room changes due to an amendment or cancellation, the remaining travelers will be responsible for any additional costs incurred as a result of a change in the per person occupancy rate.

Suppliers' cancellation provisions on optional tours only allow a refund if cancelled before noon the day prior to the excursion - see the excursion company to arrange a refund.

At time of guarantee you may purchase the AV-OK Total Vacation Security Plan to cover your cancellation and change fees. Please refer to the Plan Description contained on the previous page.

3. AIR CARRIERS

Apple Vacations has made arrangements for international air transportation to your vacation destination via certified charter or scheduled air carriers duly filed under D.O.T. regulations. Apple Vacations reserves the right to substitute alternate aircraft if necessary. **Any air transportation provided by a certified charter air carrier may not be cancelled less than 10 days prior to the scheduled departure date unless it is physically impossible to operate the flight.**

Passengers returning from any international destination must have a valid passport and for non-U.S. citizens valid entry documents. (See "Things To Know Before You Go," page 2 this section). **Apple Vacations is not responsible for any passenger who is unable to travel as a result of their failure to have a valid passport, and for non-U.S. citizens, failure to have necessary travel documents.**

4. AIRLINE RESPONSIBILITY

Apple Vacations and all the airlines it uses issue tickets, coupons or electronic documents covering transportation, hotel accommodations and other services and facilities. Neither Apple Vacations nor these airlines, or their respective subagents shall be

held liable for loss or damage to property or injury of person caused by reason of any defect, negligence, or other wrongful act or omission by any other hotel agency, transportation company or party providing such services or facilities, strike, war, terrorism, weather, quarantine, sickness, government restrictions or regulations, or any other cause beyond its reasonable control. All airlines concerned are not liable for any claim arising out of or in connection with carriage or other services or features otherwise performed or occurring in connection with this package, except as provided in the conditions of carriage for the airlines and the passenger tickets issued in conjunction with this package. Apple Vacations is not responsible under any circumstances for any injury or damages you may suffer in connection with your air or ground transportation.

5. LUGGAGE AND PERSONAL PROPERTY

When you fly to and from your destination the Conditions of Carriage apply, some of which limit or exclude liability. The Conditions of Carriage are available by requesting them in writing from the carrier or by request at the airport. Some airlines do not cover damage to soft-sided luggage. The airlines' maximum liability for loss, damage or delay to checked baggage is limited to \$2800 per ticketed passenger domestically and \$9.07 per pound up to 44lbs per ticketed passenger for international travel. These limits will apply unless an excess valuation is declared at the time of check-in. **All lost or damaged luggage must be reported to an airline representative at the destination airport by the passenger before you leave the airport.** Checked baggage taken from the terminal building at the destination will be considered to have been received in good condition and no claim for loss or damage will be accepted after baggage has been removed from the terminal.

The maximum liability of the ground transportation company in resort for lost or damaged property is \$400. Loss or damage must be reported immediately. Apple Vacations does not accept liability for client luggage or personal property.

6. FORUM SELECTION CLAUSE

All vacations are subject to the terms and conditions shown on the Apple Vacations Fair Trade Contract and your booking of the vacation is acceptance of the terms in this contract. The Forum for resolution of disputes with this contract or with Apple Vacations is and shall be the States of Illinois and Pennsylvania and any action against Apple Vacations must be brought only in those states and in accordance with those states' laws, rules and procedures.

WHAT WE PROVIDE IN RETURN

1. PRICE GUARANTEE

Our intention is to provide you with the vacation which you have selected at the price in effect at time of booking. If for any reason we have to increase the price of your vacation, including an error made in computing your price, we will offer you the option of cancellation without charge, provided that you advise us within seven days of your receipt of notice of the increase. **This does not apply to price increases resulting from a change in U.S. or foreign government taxes or fuel surcharges.**

If a scheduled airline initiates a schedule change which results in a fare increase, the passenger is responsible for the additional cost.

2. FLIGHT INFORMATION

Your travel agent will be able to confirm the latest flight details at the time you make your reservation, and these will also appear on the booking confirmation we issue when we receive your deposit.

Your flight tickets, which we dispatch two to five weeks prior to departure (except for late bookings), or your electronic documents will contain your flight information. All times are subject to change. It is your responsibility to reconfirm your flight times prior to departing for the airport. Apple Vacations assumes no responsibility for any passengers making independent connections to our flights.

3. AMENDMENTS & CANCELLATION

Special features offered by hotels are subject to change at the hotel's discretion. In the unlikely event that a major change involving a pre-departure change of hotel, departure or return date, departure city or destination becomes necessary, we will notify you as soon as possible. **If you find the revised arrangements we offer unacceptable, you will have the option of cancellation without charge provided that you notify us within seven days of your receipt of notice of the change (or prior to departure date if notified less than seven days prior).**

In the event of a change, we will try to substitute comparable services, but in the event of complete cancellation by us or a supplier, our only liability will be to refund all monies paid (public charters only) or provide a refund in the form of an Apple Vacations credit. For charter flights only if landing rights are denied by a foreign government, the flight will be cancelled with a full refund.

4. REFUNDS

Any refunds always will be made as soon as possible in the original form of payment. Please note, however, that no refunds will be made for any services provided in the itinerary that you do not use. Passengers who do not travel (charter, land only or scheduled air) are subject to 100% cancellation penalties.

AV-OK Plan premiums are non-refundable and non-transferable. Refunds (if applicable) for scheduled air programs will only be issued upon the return of the unused ticket. If you booked your Apple Vacation through a travel agent, all communications prior to your departure, including payment and refund transactions, must be via your travel agent.

If for any reason you should lose your scheduled airline ticket, you will have to purchase a new ticket at your own

expense and upon your return home, you must contact your travel agent to begin refund procedures by completing a "Lost Ticket Application" (fee may apply). Any refunds made by the airline will be based on the value of the original ticket issued less any airline processing fees. In most cases the replacement ticket you have to purchase will be more expensive.

5. OUR RESPONSIBILITY TO YOU

Apple Vacations has made arrangements with airlines, hotels and other independent suppliers to provide you with the services you purchase and is represented in Mexico and most Caribbean destinations by companies organized and existing in that destination, including providers of transportation and access to excursions. We have taken all reasonable steps to ensure that proper arrangements have been made for your vacation. However, we do not accept and expressly disclaim any liability for the actions or omissions of these independent suppliers. If you find you have any dispute with such persons, however, we will give you as much reasonable help as we can in resolving this.

Please understand that we cannot control and will not be responsible for such factors as weather government actions, terrorism, mechanical breakdowns, your physical, medical or mental disabilities, your failure to obtain valid travel documents or your failure to follow travel instructions.

Apple Vacations is not responsible for losses or damages arising from bodily injury, property or other damage caused by factors beyond our control, including but not limited to flight delays, airline turbulence, transportation accidents or other unforeseen circumstances.

All prices and features described herein (as well as in Apple's print advertisements and website) are subject to change without notice. Some hotel room photographs do not depict the standard room category.

If any term or provision of this Fair Trade Contract is held invalid or otherwise unenforceable, the enforceability of the remaining terms or provisions will not be impaired thereby.

6. SECURITY

Apple Vacations has surety trust agreements with Susquehanna Patriot Bank, 101 Bryn Mawr Avenue, Bryn Mawr, PA 19010 for payment of any charter air package refunds as defined by the agreements.

Under these agreements, unless you file a claim with Apple Vacations (or with the bank) within 60 days after termination of your vacation, both parties shall be deemed released from all liability to you.

Make all checks payable to Susquehanna Patriot Bank Apple Vacations Escrow.

7. AV-OK TOTAL VACATION SECURITY PLAN

Protect your travel investment with the purchase of our optional AV-OK Total Vacation Security Plan. For complete details, refer to the AV-OK Plan description on the previous page.

These vacations are operated by:

APPLE VACATIONS,

• 7 Campus Blvd., Newtown Square, PA 19073,

• 101 Northwest Ft. Blvd., Elk Grove Village, IL 60007

or **AVB, LLC,**

300 First Avenue, 3rd Floor, Needham, MA 02494-2721

as principal and tour operators.

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APPLE VACATIONS.COM BOOKING FORM

Client Name _____

Apple Booking # _____

Departure Airport _____ Destination _____

Hotel Name _____

Departure Date _____

I WISH TO PURCHASE THE FOLLOWING

AV-OK AV-OK PLUS

AV-OK cash back option Decline AV-OK Plan

ACKNOWLEDGEMENT: By signing this Booking Form, I acknowledge I have read and agree to the terms of the Apple Vacations Fair Trade Contract. Where applicable, I acknowledge I have read and agree to the terms and conditions of the AV-OK Total Vacation Security Plan.

Client Signature _____ Date _____

Because of its status as an independent agent and because it maintains no control over personnel, equipment or operation of the travel service supplier, Apple Vacations does not accept and expressly disclaims any liability for any bodily, emotional, or consequential damages or money losses incurred as a result of any wrongful acts, omissions or default on the part of the suppliers. As all monies received for travel services are forwarded to the supplier, except for the agent's commission, Apple Vacations shall not be responsible for refund of monies not in its possession.

TRAVEL AGENT - YOU MUST SUBMIT THIS ENTIRE PAGE and give copy to client.