

## Booking Agreement Terms and Conditions

M.S. Tours, Inc., dba Main Street Tours and dba Main Street Experiences, is a tour operator specializing in providing our customers with group travel experiences. These terms and conditions (the "Agreement") describe what you are legally entitled to expect from us when you book your trip through us, in addition to important obligations you make as a customer that affect your legal rights. The terms "we", "us" and "our" refer to M.S. Tours, Inc. dba Main Street Tours and dba Main Street Experiences. The term "you" "participant" "customer" refers to the customer visiting our website, and/or booking a reservation through us.

### YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS

By booking your arrangement with us, you are agreeing to be bound by the terms of this Agreement and any additional terms and conditions of any Supplier that are applicable to your booking and travel arrangements. It is the responsibility of each participant to read our Terms and Conditions in its entirety. Pertaining to private group tours, the lead participant assumes the responsibility of sharing these Terms and Conditions with each trip participant, including payment of all amounts when due. M.S. Tours, Inc. is not responsible for any participant's unawareness of the Terms and Conditions due to the failure of the lead participant to share this information with all other participants/customers. If you do not agree to these terms you should not make a booking with us.

You acknowledge and agree that we may change these terms and conditions from time to time and that those changes become effective immediately. You agree to be bound by the terms and conditions that are in effect at the time of your travel or cancellation, whichever applies. You agree that it is your responsibility to be familiar with these terms and conditions and to check back from time to time for any changes.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those for whom you make bookings.

You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

If we do not receive any payment due in full and on time, M.S. Tours, Inc. may treat the booking as being cancelled by you in which case the cancellation charges set out below will become payable. We reserve the right to refuse a booking without giving any reason and shall, in that event only, return any deposit received. Reservations are non-transferrable.

The customer acknowledges that the price quoted for any tour or travel arrangements is based upon prices provided for accommodations, transportation, tickets and other components. Should any prices for such components be increased, M.S. Tours, Inc. reserves the right and the customer acknowledges the right of M.S. Tours, Inc. to increase the tour and travel arrangement price in the amount of any such increase in price. Any customer given notice of increased cost shall have the right to terminate the reservation and obtain a full refund of all amounts paid to M.S. Tours, Inc. unless such payment was expressly made on a non-refundable basis. The acceptance of any tickets, vouchers, or other documentation of tour or travel arrangements shall be deemed to be acceptance of the above General Information, Terms and Conditions by the customer.

### PARKING

Parking at the departure point is at your own risk.

### NON-OPERATION OF A TOUR

Most tours are based on a minimum number of participants. M.S. Tours, Inc. makes every effort to ensure that tours meet their minimum requirements. However, if the tour drops below the minimum number of participants, cancellation or modification of the tour may occur at the sole discretion of M.S. Tours, Inc. We may offer alternative tour dates or other travel arrangements. You may choose to accept these arrangements or to cancel your booking, in which case a full refund will be provided. Any air cancellation will be in accordance with the terms of the carrier and M.S. Tours, Inc. will not be liable for the carrier's refusal to make any refund whatsoever. In such case M.S. Tours, Inc. will not be liable for any additional costs incurred outside of the tour prices such as visa and passport fees, travel insurance or any other purchases made by the guest in anticipation of the tour.

### CHANGES TO ITINERARIES

The customer acknowledges that tour itineraries, accommodations, travel arrangements and other aspects of a tour must at times be modified or cancelled due to acts of God, (including but not limited to, fires, earthquakes, floods, acts or threats of terrorism) unavailability of accommodations or other causes beyond the reasonable control of M.S. Tours, Inc.. M.S. Tours, Inc. reserves the right to make changes to its published itineraries which we deem insignificant and are due to reasons beyond our control. In such cases, we will arrange for the substitution of comparable services. As an example, significant changes do not include the following, change of accommodation to another of the same standard, any change in the itinerary due to holiday, facility closure or weather, and any minor itinerary change where we make a reasonable substitution. M.S. Tours, Inc. will not be responsible for delays prior to the departure of your tour, during the tour or at any time and will not be responsible for any additional cost or loss which may be caused as a result of these delays.

### CANCELLATION BY M.S. TOURS, INC.

If for any reason M.S. Tours, Inc. cancels your trip, excepting in case of a force majeure, an alternative trip of a similar standard will be offered to you. If this is not acceptable to you, then all monies paid by you to M.S. Tours, Inc. will be refunded. Beyond the trip costs paid to us, M.S. Tours, Inc. is not responsible for any loss or damage that arises out of any cancellation for any reason whatsoever.

### FORCE MAJEURE

M.S. Tours, Inc. cannot accept liability, provide any refund, or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience or damage as a result of circumstances amounting to "force majeure." "Force majeure" means any event or circumstances which we or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire and all similar events outside our control.

### YOUR CONDUCT/RESPONSIBILITY

Each participant is expected to act responsibly and adhere to all behavior guidelines established by M.S. Tours, Inc. and our local guides and suppliers. We and our local guides and suppliers reserve the right to remove you from any trip if you endanger yourself or others or disrupt the general well-being of the trip itself. In any such case, there will be no refund.

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us.

M.S. Tours, Inc. is not responsible for any costs incurred concerning a guest removed from a vacation/holiday. Guests agree not to hold M.S. Tours, Inc. or any of its related entities liable for any actions taken under these terms and conditions. Baggage and personal effects are at all times the sole responsibility of the participant.

### NON-RESPONSIBILITY

M.S. Tours, Inc. dba Main Street Tours and dba Main Street Experiences, and its employees, shareholders, representatives, and agents (hereinafter "M.S. Tours, Inc.") is a tour operator and uses third-party suppliers to arrange hotel accommodations, tickets, sporting events, tours and transportation, whether by air, motorcoach, or other means. M.S. Tours, Inc. is an independent contractor and is not an employee, agent or representative of any of these suppliers. M.S. Tours, Inc. does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel, arena, or restaurants, or any other entity that supplies services related to your tour. M.S. Tours, Inc. is not affiliated with any other tour operator. All suppliers are independent contractors, and are not agents or employees or representatives of M.S. Tours, Inc.. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither M.S. Tours, Inc., nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of M.S. Tours, Inc. Therefore, M.S. Tours, Inc., hold themselves free of responsibility for any damage(s) from any cause(s) whatsoever. M.S. Tours, Inc. will not be responsible for any damage, expense or inconvenience caused by late air, or motorcoach arrivals or departures or by any change of schedules or other conditions; nor will they be responsible for the loss of, or damage to baggage or any article belonging to the passenger. The right is also reserved to decline to accept or retain any person traveling under our auspices. The carriers concerned are not to be held responsible for any act, omission or event during the time passengers are not on board their plane or conveyance. The passenger contract used by the carriers concerned, when issued, shall constitute the sole contract between the carriers and the purchasers of this tour and/or the passengers.

### ADDITIONAL RISKS

Additional risks and dangers may arise including, but not limited to, the hazards of travel which could result in your serious injury or death: hazards of travel by train, automobile, aircraft and other means of conveyance, animal interactions; hazards at sports events; the behavior of yourself and other attendees; consumption of alcohol; forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. As lawful consideration for the agreement with M.S. Tours, Inc. to participate in such trips and activities you agree you will not make a claim against M.S. Tours, Inc., its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release M.S. Tours, Inc., its related companies and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

### PHOTOGRAPHIC LIKENESS

The customer acknowledges M.S. Tours, Inc.'s right to use any photographs for promotional material unless M.S. Tours, Inc. receives written notification of the customer's declination.

### SEVERABILITY

If any provision of these terms and conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

M.S. TOURS, INC. reserves the right to modify these Terms and Conditions at any time by posting them online at <https://www.mainstreettours.com/private-group-tour-experiences>  
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