



Midnight Son Tours

Luxury Outdoor Adventure Tours | Seattle- Alaska | Tel: (907) 953-2718

Payment details for Mark Edward Harris Photo Workshop Aug 10-14 2017

Overview of payment Terms and Conditions

- 100% deposit required to secure booking
- Cancellation Fees: prior to 90 days before departure: 25% of total itinerary. 90 to 61 days prior to departure 50% of total itinerary. Within 60 days of departure 100% of total itinerary.

Fee Structure **per person** for August 2017 Photo Workshop

	Full Fare
Adult Double Occupancy	\$8,900
Adult Single Supplement	\$10,900

Please send wire transfer to:

Company Name	公司账户名	MST LLC
Bank Name	银行名	Wells Fargo
Bank Address	银行地址	300 78 th Ave SE, Mercer Island Washington 98040
MST LLC Account #	账号	8879178492
USA Domestic Wire Routing #	银行代号	121000248
International Wire Routing #	银行 SWIFT 号	WFBIUS6S

Full Booking Terms and Conditions

Read this agreement thoroughly and carefully before booking a trip with us.

Agreement: The terms and conditions set forth in this agreement constitute the entire understanding and agreement between you the trip “Participant” and MST LLC, DBA: “Midnight Son Tours” with respect to any and all bookings, tours or transactions made with Midnight Son Tours.

By submitting a booking form and signing this agreement, you accept all of the terms in this agreement and direct us to perform services on your behalf. All persons named in this booking (“Participants”) are subject to this agreement. By signing this agreement, you affirm that you have made all other Participants listed in the booking aware of these terms – regardless of how final payment is made – and that all Participants accept these terms

Reservations: You may reserve space on a tour by email, web form, or telephone. A booking is not final until you receive a final confirmation from us.



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Deposits and Final Payment: For standard itineraries, a deposit of 50% per person is required at the time of booking. Final payment is due 60 days prior to departure. If your booking is made within 60 days of departure, the entire tour cost must be paid when we confirm the trip with you. If booking within 30 days, an initial \$500 non-refundable booking fee will be required to start the booking process. This fee will be credited to the final itinerary in the event of a confirmed itinerary. For special itineraries such as private cruises or photo workshops, full payment is required to secure booking.

Payments may be made by, paypal, cash, check or wire transfer. Credit card payments can be accepted but will incur a 3% fee at time of booking. If you pay your deposit by wire or check, we cannot confirm your reservation until your payment has cleared the bank. Checks returned by the bank will incur a 10% returned check fee.

Cancellations by You and Refunds: To cancel your booking, you must submit your request to us in writing by email at info@midnightsontours.com or postal mail at 4134 100th Ave SE Mercer Island Washington, 98040. Cancellation fees will be applied per person according to the following schedule, based on the date we receive your written notification:

- Up to 91 days prior to departure, 25%
- Within 90 to 61 days prior, 50%
- Within 60 days prior, 100% of tour costs

No refunds will be provided for any unused portion of a tour once the tour begins, including if you leave a tour for any reason or have to be removed from a tour. There are no exceptions to this cancellation and refund policy, including for reasons related to weather, terrorism, civil strife, personal, family or medical emergencies or any other circumstances beyond our control. For this reason, we strongly encourage you to purchase trip cancellation and interruption insurance.

Changes by You: If you change your tour dates or alter your itinerary after we confirm your tour, a change fee will be imposed. The type and scope of change dictates the amount of the change fee. Our outside suppliers, including hotels, often impose additional fees or penalties for changes and cancellations. These are included in the change fee and can be substantial.

Cancellations or Changes by Us and Flexibility: We reserve the right to cancel, alter or modify any tour without prior notice for any reason, especially for the safety and/or comfort of clients. You acknowledge that the amenities, accommodations, transportation, route, schedule, and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing problems, and other unforeseeable factors. If, prior to departure, we make a significant change because of a problem with a supplier (e.g., bankruptcy), we will, as soon as reasonably possible, notify you of available alternatives.

Any changes may require a supplemental payment from you or result in a refund less any cancellation fees and nonrefundable deposits. If we cancel, which is rare, a check for a full



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refund will be issued to you less any airline ticket cancellation fees and nonrefundable deposits advanced to local suppliers. This refund will constitute full settlement of claims you may have arising out of our cancellation. No refunds under this paragraph will be provided due to cancellations or changes due to Force Majeure.

Price Adjustments: The quoted tour price is based on tariffs, fees, airfares, and costs in effect at the time you sign this agreement. We reserve the right to increase the quoted price after booking if inflation, costs of fuel, labor or materials, airfares, supplier costs, currency exchange rates, tariffs, government fees, and admission charges change. You agree to and will pay for any price increase.

Credit Card Authorization for Post-Booking Charges: You authorize Midnight Son Tours to charge your credit card number for any change fees, price increases, or supplemental payments that you incur post-booking. If you prefer a different payment method, you must notify us in writing at the time of booking.

No Refunds for Personal Expenses: You will not be reimbursed for any personal expenses such as airfare, hotel or other travel expenses due to changes in itineraries or tour cancellations.

Responsibility: Midnight Son Tours acts only as an intermediary for the various independent suppliers that provide lodging, meals, transportation, sightseeing, activities or other goods and services connected with your tour. You acknowledge that you are aware and clearly understand that these Suppliers are independent contractors, are not managed by Midnight Son Tours, and are not agents or employees of Midnight Son Tours. A Supplier's services are subject to the Supplier's own terms and conditions and the local laws and regulations of the relevant country. Midnight Son Tours will make every attempt to provide a refund for a Supplier's delay, cancellation or overbooking less any nonrefundable deposits and cancellation fees.

Force Majeure: Midnight Son Tours will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond the reasonable control of Midnight Son Tours, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances.

If Midnight Son Tours and/or any of its Suppliers are affected by Force Majeure, they shall be entitled to, and may in their sole discretion, vary or cancel any itinerary or arrangement in relation to the tour. Regarding civil unrest, once Midnight Son Tours has investigated the prevailing situation, as it deems fit, it shall remain in Midnight Son Tours' sole and absolute discretion whether to proceed with the tour.

Travel Insurance: The tour price does not include travel insurance. We **strongly recommend** that you purchase comprehensive travel insurance, covering trip interruption and cancellation,



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baggage, medical, accident/life, evacuation, repatriation and other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to you.

Pre-Departure Documentation: It is important that you carefully read all trip-related documents that you receive from us as soon as you receive them. It is your responsibility to contact us if any information is incorrect. We cannot accept any liability if you do not notify us of any inaccuracies within 7 days of your receipt of those documents. This agreement, a waiver of liability and assumption of risk agreement and, if required, a medical statement or certification must be signed and submitted by you. If you fail to submit this and other necessary documentation prior to departure, we reserve the right to treat your booking as cancelled by you and impose the cancellation fees described in this agreement.

Passports and Visas: You are responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire tour. Passports are required for all U.S. citizens traveling abroad and should be valid for at least 6 months after your date of return. We suggest you apply for or renew a passport early. Other required documents may include visas, permits, and vaccination certificates. You assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements. You are also solely responsible for any adverse consequences resulting from incomplete or defective documentation. While we may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to you, we are not responsible for any errors or omissions as to the information provided.

Health Requirements and Medical Care: Our tours are physically active, with varying levels of demands and fitness requirements depending on the specific itinerary. By signing this agreement, you represent that you do not have any physical or other conditions that would create a hazard for you or other Participants or affect other people's enjoyment of the tour. If you have a physical condition, dietary restrictions, or other conditions that will require special attention during the tour, you must inform us in writing when the booking is made. We may require a medical certificate if you have a special condition. We reserve the right in our sole discretion to accept, decline, or remove anyone from a tour (at departure or during the tour) who we judge to be incapable of meeting the tour's physical demands.

Midnight Son Tours assumes no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to you during the tour.

Complaint Procedure: If you have a complaint during your tour, you must promptly notify Midnight Son Tours staff or your tour leader of the problem so that they can attempt to remedy the situation. Failure to do so while you are on the tour will extinguish or reduce your ability to claim compensation from Midnight Son Tours. Further, if you attempt to address the problem on your own without using this notice procedure, you assume responsibility for any added costs you may incur and forfeit any potential refunds.



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If you are not satisfied after using this notice procedure, you must submit your complaint in writing to Midnight Son Tours within 7 days of the tour's end date. Midnight Son Tours will not accept any liability for claims received after this period.

Tour Start Date: It is your responsibility to be ready to embark on the tour as specified in the itinerary. Midnight Son Tours is not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures.

Compliance with Local Laws and Tour Etiquette: You must strictly comply with all local laws, respect local customs and culture, accurately assess your abilities, respect other trip members' privacy, and follow the suggestions and advice of any assigned guide. The decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others. During the tour, Midnight Son Tours or the local guide/supplier has the right in its sole discretion to remove anyone a) who it judges to be incapable of meeting the demands and requirements of participating in the tour activities; or b) who it determines to detract from others' enjoyment of the tour.

Images Release: You agree that Midnight Son Tours may use, re-use and reproduce any images, photos or videos that you send to us, or that are taken by our guides and/or other travelers of you individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for promoting and publicizing our travel products and services worldwide. If you do not want us to use any images of you that are taken by us or other participants during the tour, you must inform us or your tour leader in writing at the start of the tour.

Limitation of Remedies: You agree that the sole remedy for any default by Midnight Son Tours arising under this agreement shall be the return of the paid tour cost. To the maximum extent permitted under applicable law, Midnight Son Tours shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Midnight Son Tours has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages.

Severability: If any provision of this agreement shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the agreement unenforceable or invalid as a whole. Such unenforceable provision will be replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the original provision.

Successors and Assigns: This agreement shall inure to the benefit of and be binding upon Midnight Son Tours and the Participant and their respective heirs, legal personal representatives, successors and assigns.



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Updating of Terms and Conditions: Midnight Son Tours reserves the right to update and/or alter these terms and conditions at any time. Midnight Son Tours will inform you of any changes made between the date this agreement is signed and the termination of your tour.

Applicable Law and Choice of Forum: Any dispute arising out of this agreement, including all tort claims – whether such dispute arises in contract or in tort or otherwise – shall be resolved exclusively by the state and federal courts located in Washington State. The laws of the State of Washington, USA, govern this agreement.

Merger: This Agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements.

I have read this entire agreement, and I am signing it freely. I understand that this is a legally binding contract. No other representations concerning the legal effect of this document have been made to me. My signature applies to all pages of this agreement.

Signature: _____

Print Name: _____

Date: _____

Parents and/or Legal Guardians must sign for participants under the age of 18

Signature of Minor Participant's Parent/Guardian

Date

Print Name of Participant's Parent/Guardian

Signature of Minor

Date

Print Name of Minor