



Your Agreement with Goshen Travel Company LLC DBA Menno Travel

This Agreement is entered into between Goshen Travel Company, LLC, doing business as Menno Travel (herein referred to as “Menno Travel”, “we”, “our”, and/or “us”) and Client (herein referred to as “you”, “Client”, and/or “they”).

Before we make or finalize arrangements for Client’s trip, we require that Client click “I Agree” on our website. By clicking “I Agree,” Client expressly consents to the following terms and conditions in this Agreement:

1. Definition of Menno Travel: The use of the term Menno Travel, “we” and/or “us” in this entire Agreement means Goshen Travel Company, LLC, doing business as Menno Travel, and, each of its officers, directors, owners, employees, and independent contractors.
2. Definition of Client: The use of the term “Client”, “you”, and/or “they” in this entire Agreement means the individual or entity who agreed to be bound to the terms of this Agreement by either signing this document or accepting the terms contained herein while by clicking “I Agree” on Menno Travel’s website.
3. Travel Documents: You agree to review your itinerary and other travel documents for accuracy and to inform us promptly of any issues. The names on your documents must match your government-issued identification documents.
4. Agent for Suppliers: Menno Travel acts as a sales agent for any airline, hotel, car-rental company, tour operator, cruise line, or other service provider named in your itinerary or confirmation (“Suppliers”). We are not responsible for the acts or omissions of the Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. We have no special knowledge regarding the financial condition of the Suppliers and assume no liability for recommending a trip credit in lieu of a refund.
5. Risks of Travel and Release: We assume no responsibility for, and shall not be liable for, the acts or omissions on the part of any other party not under our control or any acts of God, unsafe conditions, terrorism, war, political unrest, invasion, health hazards

(including, but not limited to pandemics or disease outbreaks), illness, weather hazards, or the suitability for a disabled person of any portion of any trip. We have no special knowledge of and shall not be liable for dangers during travel or at destinations. For information related to such dangers, we recommend going to the United States Department of State (herein "State Department") travel website at www.travel.state.gov, click on "Find International travel Information," then click on "Country Information," and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control (herein "CDC") website at www.cdc.gov/travel, then click on "Destinations" and scroll to the name of the destination country. We, however, have no knowledge and shall not be liable for the accuracy of statements issued by the State Department or CDC.

6. Foreign Entry Rules: You assume full and complete responsibility for verifying and complying with any and all passport, visa, health, vaccination, or other entry requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. You must have a valid passport for international travel. We recommend at least six months of validity on your passport from your return date to the U.S. If you need to apply for a passport, or need to renew your passport, we strongly advise that you do as promptly as possible. Passport cards, enhanced ID's and birth certificates are not acceptable for international air travel. Some countries will not admit persons convicted of a crime. Some countries require both parents' consent for minors to travel. You are responsible for reviewing any and all entry requirements of your destinations, and ensuring you comply with the entry requirements. We shall not be liable for any losses resulting from your failure to abide by and comply with any entry requirements.
7. Fees and Price Decreases: You agree that all of our fees are non-refundable. If a Supplier decreases the price of a trip after booking, we are not obligated to assist with rebooking. We do not guarantee any refunds or price adjustments from the Supplier.
8. Price Increases: Travel arrangements involving airline and cruise components are subject to Suppliers' supplemental price increases that may be imposed by the Supplier and/or government, even after you have completed your purchase. You hereby consent to any such price increases and authorize us to charge your credit or debit card for such price increases. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms.
9. Insurance: For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. Client acknowledges that they have been advised by Menno Travel to purchase travel insurance and offered options for the same. If Client chooses to not purchase insurance, they are declining to follow Menno Travel's advisory to purchase travel insurance, and declining the coverage it would provide. Please note that most policies have a specific clause stating they do not cover epidemics and

pandemics, especially when travel warnings are in place. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for, and we are not liable for, your election not to purchase travel insurance or for any denial of claim by travel insurer.

10. Credit Card Merchant: We also strongly recommend that you use a credit card for your purchase, so that you may exercise your rights under the Fair Credit Billing Act if you do not receive the services you purchased. However, if we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Suppliers. If the Suppliers do not provide the services, your only recourse is against the Suppliers, and you agree not to initiate a chargeback against us. If the Supplier requires us to indemnify it against your chargebacks, you agree to indemnify us, including our costs of collection and attorneys' fees, and you hereby assign to us all proceeds from the exercise of your chargeback rights as security for this indemnification. You further agree and ratify that any use of your credit card by Menno Travel for the services subject to your exercise of rights of chargeback were authorized by you and signed for by Menno Travel as your authorized agent in fact.

11. Claims Deadline and Exclusive Jurisdiction: You agree to present any claims against us within thirty (30) days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits any applicable statute of limitations to one year. You agree that any litigation of any dispute or disagreement between you or us arising out of this Agreement and/or the relationship between you and us will be brought solely in the 44th District Court of Michigan, the Oakland County Circuit Court, or the United States District Court for the Eastern District of Michigan. You and we also unconditionally and irrevocably consent to the personal jurisdiction of such courts, and agree not to bring any claim in any other forum and not to plead or otherwise attempt to defeat the litigation of such a matter in such court whether by asserting that such court is an inconvenient forum, lacks jurisdiction (personal or other), or otherwise.

Additional Terms to which you agree:

- A) Client agrees that they have requested that Menno Travel make one or more travel bookings on their behalf. Due to the worldwide COVID-19 coronavirus pandemic, Client acknowledges that for this reason, and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or cancelled by the Supplier that is providing them, a government entity, or other third party over which Menno Travel has no control. Client further acknowledge that the Supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern their rights and remedies, including their right to receive a refund, in such an event. Moreover, Client understands that should they elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. By proceeding with the booking, Client hereby agrees to hold Menno Travel harmless and release it from any and all liability for any

damages, including but not limited to monetary losses, Client may incur as a result of such interruption or cancellation of these travel plans.

- B) All flight times, carriers, equipment, and itineraries are subject to change with or without notice. If Menno Travel is made aware of a change by airline or tour operator, it will make a reasonable effort to contact the Client as soon as possible. It is the Client's responsibility to contact airline and reconfirm flight times twenty-four (24) hours prior to travel and again on the day of departure.
- C) In the event of a flight delay, missed connection, or cancellation, it may not be possible for the airline to provide meals and/or accommodations. Menno Travel is not liable for lost wages, missed holiday time, or any other additional charges incurred by the Client as a result of changes in itineraries.
- D) Client may contact Menno Travel to inquire about baggage fees, baggage allowances, and weight restrictions. Lost or damaged baggage is the responsibility of the airline. Travel insurance can help protect you in the event of a lost or damaged baggage situation. Menno Travel is not liable for any baggage fees or lost/damaged bags.
- E) If Client chooses to purchase their own air arrangements, Client agrees to advise us of the flight numbers, flight arrival and departure times, and dates of travel, in order to arrange and provide your transfers from destination airport to hotel. Transfers are only included where indicated. Client agrees to provide this information to us at least fourteen (14) days prior to departure. Additionally, our transfers only cover specific destination airports and Menno Travel may be required to charge an additional fee if an alternate destination airport is selected. Failure to provide air information will result in a forfeiture of transfers and no refund will be given.
- F) Menno Travel will not guarantee any requests or special arrangements. Adjoining rooms, special bed configurations, special room configurations, or nonsmoking room are examples of requests that will not be guaranteed. Menno Travel will not make any guarantee regarding room descriptions provided by vendors and is not liable for any misrepresentation of a specific room category.
- G) Handicap accessibility varies widely between hotels in international destinations; although listed as handicap accessible it may not be compliant with the Americans with Disabilities Act ("ADA"). Handicap accessible rooms are on a request-only basis, based on availability.
- H) In order to rent a car, Client must have a valid driver's license held for at least one year and be at least twenty-five (25) years of age. Some countries or rental companies have further restrictions. Charges not included at the time of rental car booking include: Collision Damage Waiver, Personal Accident Insurance, Theft Protection Coverage, fuel, applicable taxes for optional services, local taxes, airport service charges, additional driver

charges, and drop-off charges. Menno Travel strongly recommends that all travelers ensure they have insurance coverage for their rental car through their auto policy or by purchasing an additional insurance policy through the rental car company.

- I) Client agree that if they miss any portion of their travel arrangements due to Menno Travel's negligence, Client will contact Menno Travel and allow them to mitigate the situation as Menno Travel sees fit. If Client does not receive a response from Menno Travel within a reasonable time, Client agree to mitigate their damages in the most cost-effective way possible.
- J) Client agrees that they have verified that their health insurance is appropriate for their travels.
- K) Client agree that they have followed all guidelines and are aware of all State Department requirements for passports. Client attests that they have a valid passport for travel, if necessary, and have complied with any applicable visa requirements. Client is releasing Menno Travel from any liability of any issues involving passport or visas while they are traveling (including loss, theft, or expiration of Client's passport, visa, or other identification documents).
- L) Client agrees to act in a reasonable manner and with reasonable behavior during the booking process, during the time between booking and departure, and while traveling, and acknowledges that Menno Travel is not responsible for any consequences of their behavior. Client agrees to indemnify and hold Menno Travel harmless from any and all losses, damages, injuries (to person or property), fees and expenses (including attorneys' fees and expenses) incurred as a result of their actions or omissions while traveling. Client acknowledge that Menno Travel reserves the right to take necessary action should Client violate this Agreement.
- M) Client hereby releases, waives, discharges and covenants not to sue or attempt to hold Menno Travel liable for any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by Client, or to any property belonging to Client, while on travel. Client voluntarily assumes full responsibility for any risks of loss, property damage or personal injury, including death that may be sustained by Client, or any loss or damage to property owned by Client, as a result of their travels. Client further hereby agree to indemnify and save and hold harmless Menno Travel from any loss, liability, damage or costs they may incur during their travels. It is Client's express intent that this release shall bind the members of Client's family and spouse, if Client is alive, and Client's heirs, assigns, estate, and personal representative, if Client is deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue Menno Travel.
- N) Client acknowledges that conditions in their destination(s) may change rapidly and will stay informed of current events on a frequent, basis by obtaining updated security and

health information from, and registering with the nearest U.S. Embassy or Consulate General (see Travel Warning for contacts), and from monitoring State Department, CDC and World Health Organization websites. Client will also enroll in the warden system with the U.S. Consulate(s) nearest Client's destination(s). If Client is not a U.S. citizen, Client will register with Client's home country's Embassy or Consulate and get updated information from the U.S. and Client's home country's Embassies or Consulates, and the State Department, CDC, and WHO websites.

- O) Client understand that weather, natural disasters, mechanical problems, and other unplanned events may impact their travel plans. Menno Travel will do its best to minimize the impact of these delays on Client's travel plans. Menno Travel is not responsible for any refunds or additional costs incurred due to these events.
- P) Client acknowledge that any payments by Client to Menno Travel are non-refundable. Payment of a deposit enables Menno Travel to obtain a reservation from a Supplier for Client and, generally, does guarantee the price, unless changes are made to the reservation after the deposit is applied, subject to any terms and conditions of the Supplier. We will advise you of the date that full payment is required. Upon your provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding Suppliers.
- Q) Please note that all reservation changes are subject to availability and the terms and conditions of the product purchased. Changes to name details are not allowed by many airlines and other Suppliers. While Menno Travel will endeavor make such a change if necessary, please bear in mind that most airlines and Suppliers treat a name change as a cancellation, to which standard conditions and charges would apply. Flights must be taken in the sequence they appear on Client's ticket or eticket confirmation. If Client misses one leg or section of their flight, all fights after may be canceled by the airline, pursuant to the applicable airline's terms and conditions. If Client does not check in on time for a confirmed reservation, the airline may register Client as a 'no-show', which could result in extra charges and/or your whole flight itinerary being cancelled and/or render your ticket void.
- R) If you cancel your arrangements, you will be bound by the terms and conditions of your Supplier(s). In addition to the cancellation terms and conditions of your Supplier(s), our standard fees will apply as may be outlined on your receipt or booking confirmation. Menno Travel needs to receive from you your original voucher before any applicable refund of Menno Travel's fee can be considered. If you decide to cancel arrangements before the balance due date, any deposits paid are non-refundable. Refunds, if applicable, will only be paid to you once we have received the funds back from the Supplier(s). Menno Travel is not responsible for a Supplier's failure to pay a refund or any act or omission of a Supplier in connection with your travel. If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

- S) Media Release: Client grants permission to Menno Travel and its agents, employees, and affiliated companies, the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of Client, or members of Client's family, or travel party, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. Client hereby releases Menno Travel and its legal representatives for all claims and liability relating to said images or video. Furthermore, Client grants permission to use Client's statements that were given during an interview, with or without Client's name, for the purpose of advertising and publicity without restriction. Client waives any right that they may have to any compensation.
- T) Marketing Permission: Client grants permission to Menno Travel and its agents, employees, and affiliated companies, the irrevocable and unrestricted right to opt Client in for marketing emails and mailers. Client reserves the right to opt out of marketing at any point.
- U) Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples include: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information review the information found at TSA's prohibited items webpage at <http://www.tsa.gov/traveler-information/prohibited-items>. It is your responsibility to check and comply with all baggage requirements of any Supplier. Menno Travel assumes no responsibility for refusal of baggage, additional baggage fees or any lost baggage or baggage claims.
- V) Warranties, Disclaimers and Limitation of Liability. The use of the term "Menno Travel", "we", "our", and/or "us" in this Agreement means Goshen Travel Company LLC, doing business as Menno Travel, and each of its officers, directors, owners, employees, and independent contractors. The information, software, products, and services provided by Menno Travel or its Suppliers or published on Menno Travel's website may include inaccuracies or errors, including pricing errors. In addition, prices included on Menno Travel's website are subject to change and availability. Menno Travel does not guarantee the accuracy of, and disclaims and all liability for, any errors or other inaccuracies relating to such information that appears on Menno Travel's website or any other form of communication or information from Menno Travel. Menno Travel expressly reserves the right to correct any pricing errors on its website and/or on pending reservations made under an incorrect price. In such event, if available, Menno Travel will offer you the opportunity to keep your pending reservation at the correct price or it will cancel your reservation without penalty.

- W) Any ratings for Suppliers are intended only as general guidelines, and Menno Travel does not guarantee the accuracy of the ratings. We make no guarantees about the availability of specific products and services. Menno Travel makes no representations about the suitability of the information, software, products, and services provided by us or contained on our website for any purpose. The inclusion or offering of any products or services by Menno Travel does not constitute our endorsement or recommendation of such product or service. All such information, software, products, and services are provided "as is" without warranty of any kind. Menno Travel disclaims all warranties that our website, its servers or any email sent from Menno Travel or our Suppliers are free of viruses or other harmful components. Menno Travel hereby disclaims all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and noninfringement. Warranty disclaimers may vary from state to state. The carriers, hotels and other Suppliers providing travel or other services are independent contractors and not agents or employees of Menno Travel. Menno Travel is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. Menno Travel has no liability and will make no refund in the event of any delay, cancellation, overbooking, schedule change(s), change in services or conditions of Supplier's products, strike, force majeure event, pandemic, war, civil unrest, or other causes beyond its control, and has no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.
- X) In no event shall Menno Travel be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with its services, your travel or with the delay or inability to access, display or use Menno Travel's website whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if Menno Travel has been advised of the possibility of such damages. If, despite the limitation above, Menno Travel is found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then Menno Travel's liability will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to Menno Travel in connection with the transaction(s) at issue, or (b) one-hundred dollars (us\$100.00) or the equivalent in local currency. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.
- Y) By booking your travel or any services with Menno Travel, you are agreeing to be bound by all of the terms and conditions included in this Agreement, and any additional terms and conditions of any Supplier that are applicable to your booking or travel arrangements. You agree on behalf of yourself and those you represent that you will comply with all such terms and conditions, including the payment of all amounts when due. 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, (d) our right to debit your account for any costs Menno Travel incurs as a result of such violation, and (e) and other rights provided by this Agreement or applicable law in favor of Menno Travel.

- Z) You represent and warrant that (a) you are of sufficient age to use our services 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 travel party and or travel 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 by you and those using your name or account.

CREDIT CARD SERVICE AGREEMENT FORM

If paying with a credit card, Client authorizes Menno Travel and/or the Supplier of travel services arrangements to charge Client's credit card for travel services arrangements for Client and Client's party. Client acknowledges and agrees to pay for all travel services and arrangements, including non-refundable design fees, ticketing fees, concierge services, deposits, payment in full for airline tickets, cruise, tour, ground, and changes. This authorization shall remain in full force and effect until terminated by Client in writing, such termination to be effective only with respect to fees and expenses Client has not already agreed to pay, and effective only with respect to travel services arrangements occurring after the time that the written termination is delivered to Menno Travel.

In conjunction with the flight, hotel, car rental, tour, cruise, or other arrangements Menno Travel is making for your trip, we would like to advise you of the following information:

Menno Travel acts as a sales agent for any airline, hotel, car rental company, tour operator, cruise line, or other service provider named in your itinerary. Menno Travel is not responsible for acts or omissions of the Suppliers or their failure to provide services or adhere to their own schedules.

You acknowledge and understand that: (1) airlines can increase their prices at any time before tickets are issued, and in some instances, after tickets are issued due to government-imposed fees; (2) Menno Travel has no control over issuance of tickets for tours; (3) airlines, cruise lines, tour operators, and other Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and that you may be bound by those contracts regardless of whether you receive notice of their terms.

Client has requested that Menno Travel make one or more travel bookings on their behalf. Due to the worldwide COVID-19 coronavirus pandemic, Client acknowledges that for this reason,

and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or cancelled by the Supplier that is providing them, a government entity or other third party over which Menno Travel has no control. Client further acknowledges that the Supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern Client's rights and remedies, including Client's right to receive a refund, in such an event. Moreover, Client understands that should Client elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. By proceeding with booking, Client hereby agrees to hold Menno Travel and each of its officers, directors, owners, employees, and independent contractors harmless and release it from any and all liability for any damages, including but not limited to monetary losses, Client may incur as a result of such interruption or cancellation of these travel plans.

Client is aware of any cancellation policies and agrees not to dispute or attempt to chargeback any of the above signed for and acknowledged charges. Client acknowledges receipt of this Agreement and the terms and conditions contained herein.