

## **CruisingAgents.com inc (CAI) Cruises and Latin Soul Cruise**

### **2017-2018 TERMS AND CONDITIONS**

The following Terms and Conditions should be read BEFORE you book your cabin on the cruise. These Terms and Conditions (TC) will be fully enforced and could have limitations on your rights. This document is legally binding. The (TC) contains additional contractual terms, conditions and limitations between you the guest and CruisingAgents.com inc (CAI) and their officers, directors, employees, agents and contractors. Carnival Cruise lines will issue their own Terms and conditions and passenger contract. The Carnival (TC) and Carnival contract is also legally binding. Please make sure you read both CruisingAgents.com inc (CAI) (TC) and Carnival (TC). For the purpose of this contract, the word "Guest" shall have the same mean "Passenger" and this person is named on Carnival's Contract.

These Terms and Conditions are subject to change at any time. This is considered a binding contract. These terms and condition operate in conjunction with Carnival Terms and conditions. You will be responsible for adhering to the Carnival and CAI terms and condition. If the CAI does not cover a term, it is presumed that the Carnival Terms and Condition will set the policy.

**TICKET CONTRACT**--The booking of the cruise event is considered an acceptance and/or use of the Carnival Passenger Contract, the persons named thereon as Guests, each passenger and guest on the same reservation, acknowledges he or she has read, and understands each and every term, condition, and provision of the Carnival Passenger Contract and agrees to be bound thereby. In addition, by making this reservation or by the acceptance and/or use of the Carnival Passenger Contract by the persons named as Guests, it shall be deemed to bear acceptance and agreement by each and every person to all the additional Terms and Conditions set forth herein.

**CRUISE FARE**--The ticket price paid to Carnival and or CruisingAgents.com inc (CAI) includes the private on board shows offer from purchasing the cruise through CruisingAgents.com inc (CAI). Included in the price is normal Carnival Cruise accommodations onboard the ship, all meals in the main dining room(s) and cafeteria, other casual dining throughout the day, non-carbonated beverages (coffee, tea, juices, etc.), room service per posted hours (surcharge may apply to some delivery times), use of the ship's pools and health and fitness center.

You will be responsible for possible fuel surcharges, transportation to/from ship, shore excursions, laundry, wine, beer, liquors, cocktails, soda, mineral water, medical expenses, spa treatments, beauty salon, casino gaming, onboard shopping, onboard gratuities to the ship's personnel.

**PRICES AND PAYMENTS**--Rates as described on the CruisingAgents.com inc (CAI) website is subject to change, until deposited or purchased. All deposits will be a minimum of \$49 per person, regardless of the type of cabin or the number of passengers that will be occupying it. The date you make your reservation will ultimately determine the number of months you will have in your payment plan. Each payment will be an equal amount determined by your total cabin cost (including taxes and port fees), minus your deposit, divided by the number of months.

Cabins booked after February 1, 2018 must be PAID IN FULL AT TIME OF BOOKING.

The payment plan will be processed using the credit (or debit) card provided during registration. You are responsible for your credit card, and if you want to change card you must notify us at [support@latinsoulcruise.com](mailto:support@latinsoulcruise.com) or call us at 888-639-8880.

There is a \$25 fee for a declined credit card. Personal checks are accepted if done prior to the due date. There will be a \$50 fee plus bank fee, if check is not paid.

There are penalties if payment is made 14 days after the due date and will be assessed a \$50.00 late fee. Late fees must be paid along with the month for which they were assessed.

A booking is subject to cancellation if more than 30 days late and or payment is not finalized and completed by 75 days prior to the cruise departing. NO REFUNDS for cruise cancelled due to nonpayment and will not receive a refund of any amount at any time. CruisingAgents.com inc (CAI) has the right to cancel and to charge the applicable cancellation penalties. These payment terms supersede those made by the Carnival Passenger Contract. Regardless of any representations made by Carnival the CruisingAgents.com inc (CAI) payment plan takes precedent.

GOVERNMENT TAXES, FEES AND GRATUITIES--Mandatory government taxes and fees totaling approximately \$220.00 (USD) per person is included with the price of the tickets.

STATEROOM NUMBER ASSIGNMENTS--Passengers will have the opportunity to choose their cabin, based on availability, at the time of booking.

ONLINE REGISTRATION WITH CARNIVAL--Once we submit the manifest to Carnival (approximately 4-6 weeks prior to sailing), they will assign each passenger a reservation number. An email will be sent out to all email addresses on file containing the reservation number for your cabin. All passengers in your cabin will be under the same reservation number (with the exception of cabins with five or more people, which will be assigned two registration numbers). Each passenger will need to go to <http://www.Carnival.com> and complete their Online Check-in process. Here you will be able to register, print your e-documents, book excursions, etc., and print your SetSail passes. Each passenger must be registered online with Carnival at least 4 days prior to the sail date.

CANCELLATION PROTECTION--Our cancellation policy is strict, due to the unique type of venue and event. We HIGHLY recommend that passengers purchase travel insurance. We offer and make travel insurance available to all passengers. There will be no refunds given for those who do not show up on time, or for unused tickets.

Our cancellation provision in this applies to all passengers, regardless of any representations made by Carnival, including passenger contract terms and or website. All the rights granted to passengers by Carnival passenger contract cancellation clause is superseded by CAI terms and conditions cancellation clause.

**ITINERARY**--The cruise itinerary is subject to change, and Carnival and CAI cannot be held responsible by changes made to itinerary.

**PORTS OF CALL**--Passenger is fully responsible for their safety, possession at port. Passenger releases Carnival and CAI from and injuries damages and losses that might occur at Port or on ship. You may find information about the scheduled ports of call through the U.S. Department of State, Centers for Disease Control and Prevention and other governmental and tourist organizations.

**SHORE EXCURSIONS AND CRUISE AMENITIES**--You acknowledge that all shore excursions and tours, however conducted, airline flights and ground transportation; and any ship physician, nurse and on board concessions (including, without limitation, gift shops, spa, beauty salon, fitness center, golf and art programs, and video/snorkel concession) are operated by independent contractors. CAI neither supervises nor controls their actions, nor makes any representation, whether express or implied, as to their suitability. These services are provided only as a convenience for you, and you are free to use or not use them. You agree that each of the Released Parties assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to you and/or your property in connection with these services. You use them at your own risk.

**AGE REQUIREMENTS**--Carnival post their age requirement, and as passengers you are responsible to meet Carnival's age requirement.

**PASSPORT AND LEGAL DOCUMENT REQUIREMENTS**--U.S. citizens taking cruises are not required to have a passport, but will need proof of citizenship such as an original or certified copy of a birth certificate, a certificate of naturalization, a passport card, an enhanced driver's license (EDL) as well as a government-issued photo ID. Children are also required to bring proof of citizenship, and if 16 and over, a photo ID is also required. Canadian and Bermudian citizens are required to have a passport for air, land and sea travel, including all Carnival cruises.

Important please note: We strongly recommend all guests travel with a passport (valid for at least six months beyond completion of travel). Having a passport will enable guests to fly from the U.S. to a foreign port in the event they miss their scheduled embarkation or to fly back to the U.S. if they need to disembark the ship mid-cruise due to an emergency.

U.S. Alien Residents need a valid Alien Resident Card. Non-U.S. citizen need a valid passport and a valid, unexpired U.S. Multiple Re-entry Visa, if applicable. For more information or to obtain a passport application, visit the [U.S. Department of State](#) website. Guests without the required documentation will be denied boarding and no refund will be issued. Please understand that Carnival and the US passport will strictly enforce this requirement to be in compliance with this important U.S. Government mandate.

**Family Legal Documents:** Adults who are not the parent or Legal Guardian of any minor child traveling with them are required to present the child's valid passport and visa (if required) or the child's birth certificate (original or certified copy) and an original notarized letter signed by at least one of the child's parents. The notarized letter from the child's parent must authorize the

traveling adult to take the child on the specific cruise and must authorize the traveling adult to supervise the child and permit any medical treatment that may need to be administered to the child. If a non-parent adult is a Legal Guardian, the adult must present a notarized certificate of Guardianship with respect to the child. Please confirm all documents with Carnival cruise lines.

**NON-U.S. CITIZENS**--You will need a valid passport and, in some cases, a visa. If you live in the U.S., you will also need the original copy of your Alien Registration Card (ARC or "Green Card") and any other documentation the countries on your itinerary require due to your alien status.

CAI and Carnival assume no responsibility for passengers have the necessary documentation at the port.

Your name, as listed on your travel documents, must exactly match your name as listed on your Cruise documents.

**INOCULATION AND HEALTH**--All guests must ensure that they are medically and physically fit for travel. The Centers for Disease Control (CDC) and the World Health Organization (WHO) provide guidelines as to which vaccinations are required in each country. In many cases inoculations are recommended but in some circumstances they are required. We recommend that you check with your health care professional or a Travel Medicine Specialist certified by the WHO for guidance. Other informational resources are the [Center for Disease Control and Prevention's](#) Travelers' Health website or toll free at 1-877-FYI-TRIP, and the [World Health Organization](#) website.

**MEDICAL CARE**-- The passenger assume all risks associated with travel and transportation on the Cruise. While at sea or in port, the availability of medical care may be limited and/or delayed. You acknowledge that all or part of the Cruise may be in areas where medical care and/or evacuation may not be available. You agree to indemnify and reimburse CAI in the event that either party, in its sole discretion, chooses to advance to you the cost of emergency medical care, including medical evacuation and/or medical care provided ashore, as well as transportation and/or lodging in connection therewith. CAI shall have no responsibility to advance any such costs.

**LUGGAGE**--assume no responsibility for any luggage. Any luggage left at the pier will be forwarded at the guest's expense. Claims for luggage loss or damage must be made in writing to debarkation personnel prior to leaving the pier area. All luggage must be stored in the passenger's cabin. Pets, dangerous or illegal items such as weapons, explosives, combustible substances, non-prescription controlled substances, or illegal drugs may not be brought onboard the ship. Any such items shall be surrendered to security at embarkation and may be disposed of at the sole discretion of Carnival Cruise Lines. All luggage hand-carried or checked is subject to search.

**VENDING**--You may not sell, promote, distribute or offer for sale any merchandise, goods, souvenirs or other products on the Cruise without first obtaining CAI's written approval.

**PHOTOGRAPHY AND VIDEO**--CAI and/or its promotional partners have the exclusive right to include photographic, video and other visual portrayals of passengers in any medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to passengers, and all rights, title and interest therein (including all worldwide copyrights therein) shall be CAI sole property, free from any claims by passengers or any person deriving any rights or interest from passenger. A video crew may be shooting footage to be used for the promotion of future CAI events. If you do not wish to be filmed please notify the video crew and be prepared for them to ask you to exit the location/venue for a short time until taping is complete.

**PHOTO POLICY FOR PASSENGERS**--Guests will be permitted to take photos and videos onboard the cruise and during performances with small, non- professional digital cameras and cell phones. Out of respect for our performers and your fellow guests, we ask that you please NOT use flash during shows. Professional quality cameras with detachable lenses and video specific cameras are strictly prohibited. We appreciate your cooperation!

#### Cancellation of the Cruise

Carnival Cruise Line has reserved, in paragraph 7 of the Carnival Ticket Contract, the right to cancel the cruise, and by extension the Ticket Contract at the port of embarkation or at any time during the voyage. If the Cruise is cancelled completely prior to embarkation, each Guest shall receive a refund of his or her passage fare paid. If the Cruise is cancelled during the voyage, each Guest shall receive a refund of a proportionate part of his or her passage fare paid. CruisingAgents.com shall have no further liability for damages or compensation of any kind.

#### Breach or Cancellation by Performing Artist

CruisingAgents.com has entered into an agreement with each performing artist on Latin Soul Cruise 2018 to be present on board the Cruise and to perform in accordance with terms specified therein. However, neither CruisingAgents.com nor Carnival shall be liable or responsible for failure of any artist or musician to appear on board or to perform under its agreement. Further, neither CruisingAgents.com nor Carnival shall be liable or responsible for any loss, damage, cost or expense of any kind to any Guest or any other person or entity in the event that such performance is prevented or such loss, damage, cost or expense is caused by or results directly or indirectly from any act of God, war, fire, collision, directions of underwriters, arrests, order or restraint by any government agency or official acting under color of authority, acts of terrorism, labor disturbances or disputes, civil commotion, weather conditions and considerations of the safety of the vessel (for which the Master shall be the sole judge), breakdowns of or damage to the vessel's hull or machinery, requisition of the vessel by governmental authority, illness, death of a family member or other cause or circumstance beyond CruisingAgents.com's reasonable control. In the event of any failure of contracted artists to perform during the cruise, CruisingAgents.com, in its sole discretion, may engage a replacement artist or artists, or may change, postpone or terminate all or any part of the Cruise or the entertainment program or change the program or itinerary. In such a case, CruisingAgents.com, shall have no liability to any Guest for any loss, damage, cost or expense whatsoever by reason of such change. In any other case including without limitation any breach of contract or failure to perform by any artist or musician, Guest and CruisingAgents.com acknowledge that Guest's actual losses arising from such breach, cancellation or termination would be difficult if not impossible to calculate at the

time of entry into this Agreement. A number of factors contribute to these uncertainties including without limitation the fact that the Guest has embarked on a cruise and other substitute entertainment will be provided for the Guest's enjoyment and the difficulty of arranging substitute entertainment. Therefore, the Guest agrees that the remedies described herein (substitution for any particular artist or musician or partial refund in the event of event of cancellation) represent a fair compensation in the nature liquidated damages to the exclusion of all other damages payable by CruisingAgents.com or Carnival, whether direct or indirect, proximate or incidental or consequential, for such modification, cancellation or termination of the Cruise by CruisingAgents.com. If the Cruise is cancelled as the result of any material breach or gross negligence of CruisingAgents.com or of a contracted artist or musician, the Guest shall be entitled to the sum of \$99.00 representing a pro-rated amount of the entertainment portion of the consideration paid by Guest. No Guest shall be entitled to recover any incidental or consequential losses or damages sustained by him or her. Each Guest Agrees this remedy shall be his or her exclusive remedy.

**LIMITATION OF LIABILITY**--By booking the Cruise, you (the passenger) agree to release and hold harmless the CAI, from and against any claim or cause of action arising out of or in connection with your travel on and participation in the Cruise, including, but not limited to: (1) injury, death or delay of passengers, or loss, damage or delay of or to passengers' baggage or other property, which may be caused, directly or indirectly, in whole or in part, from participation in the Cruise, including, without limitation, passenger's use of or participation in any shore excursion, on board concession or athletic or recreational activity; (2) any change in scheduled Cruise events and/or celebrity appearances; or (3) Carnival exercise of its contractual rights (see below). You further agree that CAI shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by CAI, nor for any intentional or negligent acts of any of employees committed while off duty or outside the course and scope of their employment. CAI has no responsibility for any injuries or damages to passengers for any reason.

**FORUM SELECTION**--It is agreed by and between the passenger and CAI that all disputes and matters whatsoever arising under, in connection with or incident to this Contract or the passenger's cruise, shall be litigated, if at all, before the United States District Court in the State of Virginia, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in the State of California, U.S.A. to the exclusion of the Courts of any other county, state or country.

These Terms and Conditions and the terms accepted during the cruise reservation process contain the entire agreement between CAI and Passenger and supersedes any other agreements, written or oral, relating to the subject matter herein. Any waiver of any provision of must be made in writing and signed by an authorized representative of CAI. If any portion of shall be determined to be invalid, then said portion shall be deemed severed from the Contract in such jurisdiction only and all remaining portion shall remain in full force and effect.

Anything that is not covered in the above terms and conditions, and is covered in the Carnival's terms and conditions. The Carnival terms and conditions will be applicable.

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