

# TERMS & CONDITIONS

Updated 01/23/2023

## IMPORTANT ADDITIONAL INFORMATION REGARDING YOUR SERVICE REQUESTS

Alacrity Lifestyles, LLC, is a limited liability company doing business as Alacrity Travel & Lifestyle. Alacrity Travel & Lifestyle includes its parent company, subsidiaries, brands, DBA, "doing business as", affiliates, officers, consultants, employees, independent advisors, representatives, independent contractors, and insurers, collectively referred to as "Alacrity Travel & Lifestyle," "Alacrity," "us," "we," or "our." Alacrity Travel & Lifestyle's company headquarters is 900 E Pitkin Street, #101, Fort Collins, Colorado 80524. Phone: +1970-224-9392

You are referred to as "Client," "the client," or "you."

Alacrity Travel & Lifestyle and Client are sometimes collectively referred to as the "Parties."

Before accepting any service, you must understand, agree, and sign an agreement of service with the following terms and conditions. These terms and conditions will apply to all requests by you and others listed by you for assistance. If you add a person to your request, you agree they are automatically included in the terms and conditions.

## SERVICES – COMPENSATION & FEES

Alacrity Travel & Lifestyle offers a range of services, including and not limited to travel design and reservations, event planning services, and lifestyle concierge services. We also provide no-obligation travel quotes to clients for vacation packages through our supplier partners.

Alacrity Travel & Lifestyle provides services and acts upon Clients' instructions received verbally, via email, or electronic communication.

The Client agrees to pay Alacrity Travel & Lifestyle non-refundable professional fees, as determined for each individual, packaged, or membership service.

Alacrity Travel & Lifestyle professional fees depend on the request's scope and will be determined after a complimentary consultation.

The professional fees paid to Alacrity Travel & Lifestyle exclusively rely on our experience and expertise to help them develop plans and fulfill requests subject to the Client's approval.

Hourly rate services provided during business hours, Monday – Friday, 9:00 AM – 6:00 PM, will be billed at regular rates. Services provided after or before business hours and on weekends may incur a rate of 1.5x the standard rate.

Alacrity Travel & Lifestyle may charge additional fees associated with reservations, ticketing, special services, amenities, concierge services, document preparation and delivery, administrative charges, changes, cancellations, and reissues.

The client acknowledges and accepts all supplier fees and cancellation penalties; all or part of their trip, services, and products may be non-refundable.

Alacrity Travel & Lifestyle will consult with the Client before authorizing any services, reservations, purchases, bookings, or making any changes, cancellations, and reissues.

The Client will make all Alacrity Travel & Lifestyle payments in cash, check, online ACH, or credit card.

## **Travel Designs and Arrangements**

Alacrity Travel & Lifestyle makes travel arrangements on the Client's behalf. As such, Alacrity Travel & Lifestyle acts solely as an agent for the airlines, hotels, transportation, and tour companies, including but not limited to bus, rail, and other ground or air operators, cruise lines, car rental agencies, tour operators providing any accommodations, transportation, excursions, or other services and service providers including insurance protection, visa, and passport services.

## **Event Management**

Alacrity Travel & Lifestyle provides professional event planning, design, management, and coordination services to assist with an event such as a wedding, honeymoon, birthday party, anniversary, reunion, or special event. As such, Alacrity Travel & Lifestyle acts solely as an agent for the venues, catering, florists, musicians, photographers, and videographers, including but not limited to accommodations and other services and service providers.

## **Lifestyle Concierge Services**

Alacrity Travel & Lifestyle provides lifestyle concierge services including and not limited to arranging entertainment, education, celebrations, wellness, and customized experiences for the

Client. As such, Alacrity Travel & Lifestyle utilizes ticket brokers, restaurants, and specialty stores and contracts with or makes referrals to outside service professionals such as college consultants, massage therapists, handy-people, plumbers, electricians, movers, interior designers, organizers, bookkeepers, CPAs, etc...

## Limits on Services Provided

Alacrity Travel & Lifestyle will not perform any illegal and questionable service, unethical, poses an unnecessary danger to any person, animal, or property, or is not covered by our insurance. Alacrity Travel & Lifestyle further reserves the right to decline any request at its sole discretion.

We always try to provide all services promptly; however, we have several requests at once and must postpone or decline service requests.

## EMERGENCY 24/7 SUPPORT

Alacrity Travel & Lifestyle provides Emergency Support for our clients within 24 hours before and during travel, event, or a service arrangement.

For questions and concerns regarding your arrangements:

Before traveling, please Call/WhatsApp +1 970-224-9392 or Text +1 970-222-8033

While traveling, please FIRST refer to your travel documents for local emergency help or Call/WhatsApp +1 970-224-9392 or Text +1 970-222-8033

Long-distance charges may apply.

If you are experiencing a medical, fire or police emergency, please call the emergency number for the country you are in. Note: Not all countries use 911 (United States)

[List of Emergency Numbers by Country](#)

## ADDITIONAL FEES

Alacrity Travel & Lifestyle's professional fees do not include costs, charges, or incidental fees for additional services, products, or other incurred costs. These costs will be pre-paid/guaranteed or required to be paid directly to the vendors or service/product suppliers before services.

Alacrity Travel & Lifestyle shall not secure services and products until the Client makes or guarantees payment with a credit card.

In some circumstances, Alacrity Travel & Lifestyle may pay the vendor/supplier directly and bill the Client for these reimbursements plus a handling fee.

## PAYMENT TERMS

Accounts 30 days past due will incur finance charges of 1.75% per month from the invoice's date.

### Non-Sufficient Funds

Non-sufficient funds or returns will be charged a \$45 processing fee for the first return and a \$100 processing fee for subsequent returns to cover the costs associated with collecting funds.

### Foreign Funds

Alacrity Travel & Lifestyle is a United States-based company. Any funds received in foreign funds are subject to an exchange fee, in addition to any bank fees that may occur.

## CANCELLATIONS & CHANGES

Changes after confirming a booking for a reservation, event, or service may incur an additional change fee or charge. The client agrees to pay Alacrity Travel & Lifestyle's change and/or cancellation fees. The client acknowledges and accepts all supplier cancellation penalties; all or parts may be non-refundable.

It is the traveler's responsibility to know and understand Alacrity Travel & Lifestyles' and the operator/supplier's payment policies and cancellation penalties.

## PROVIDER OF SERVICES

Alacrity Travel & Lifestyle is not the source or supplier of all requested services and acts solely as an agent for the actual suppliers of such services.

The Client will be advised of the suppliers whose names appear in the information supplied to the Client are those responsible for providing the services the Client has purchased.

Suppliers have their 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. By booking with Alacrity Travel & Lifestyle, you consent to those terms and conditions. We have no

special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, global pandemics, or climate extremes at locations to which you may travel.

The client consents to and requests the use of those suppliers and agrees not to hold Alacrity Travel & Lifestyle responsible should any of these suppliers: 1) fail to provide the services that have been purchased; 2) fail to comply with any applicable law; or 3) engage in any negligent act or omission that causes any injury, damage, delay, or inconvenience.

The client will receive a summary of charges for services/products and agrees that Alacrity Travel & Lifestyle's obligation is limited to remitting such charges to the Vendors/Suppliers identified in the itinerary, service request, or to a third party that shall make such remittance. Upon remittance of fees to the Vendors/Suppliers per the itinerary, proposal, work order, and persons listed, the Client agrees that Alacrity Travel & Lifestyle has met all its obligations under an Agreement. As a precondition to this obligation, the Client agrees to make payment to Alacrity Travel & Lifestyle before the stated deadline dates for payment.

### **Service Provider Fees – Cancellations/Changes**

The client acknowledges and accepts all supplier fees and cancellation penalties; all or part of a trip, service, and product may be non-refundable. These charges can be up to 100% of the cost, regardless of whether travel or service has commenced. Where we incur any liability for a cancellation fee or charge for any booking which you cancel, you agree to indemnify us for that fee or charge.

The client understands that discounted fares typically involve restrictions and that changing any aspect of the travel arrangements may result in additional money payment.

### **Supplier's Financial Status**

The client has been advised to use a credit card as this may offer the opportunity to dispute the charge should a vendor cease operating.

The client has been advised that some airlines and other suppliers are currently operating under Chapter 11 bankruptcy protection.

## **SUPPLEMENTAL PRICE INCREASES**

The client understands that the airline tickets, air tours, or other products the Client is purchasing are subject to supplemental price increases that may be imposed after the date of purchase. Post-purchase price increases may be applied due to additional costs imposed by a supplier or the government. The client acknowledges that they may be charged additional sums by the supplier or Alacrity Travel & Lifestyle to offset increased fees, fuel surcharges, taxes, fluctuations in foreign exchange markets, or any combination thereof. The client hereby consents to any post-purchase price increases and authorizes Alacrity Travel & Lifestyle to charge the Client's credit card for such additional amounts.

## CREDIT CARD

The Client agrees to supply their credit card information to Alacrity Travel & Lifestyle. The client understands that their credit card information will be kept on file.

The client hereby authorizes Alacrity Travel & Lifestyle to provide to suppliers the credit card account information to process and charge for services and products requested and approved, including full payments, non-refundable payments, down-payments, and final-payments on the date due.

The client understands that it is responsible for contacting Alacrity Travel & Lifestyle in writing with alternative payment information if you would like to use another form of payment or your credit card is no longer in use, compromised, or expired.

Alacrity Travel & Lifestyle will not be held responsible for missed final payments due to unusable credit card information. Charges may be reflected as Alacrity Travel & Lifestyle, Alacrity Lifestyles, LLC, The Travel Society, LLC, or the services' supplier.

Please note: Some reservations are placed on hold with a credit card. If the credit card becomes unavailable for use, the reservations may be canceled by the service supplier.

The client hereby authorizes Alacrity Travel & Lifestyle to charge the credit card account any expenses arising from arrangements made by Alacrity Travel & Lifestyle for me and any person designated by me, including, but not limited to services and products that may include, but not limited to, planning fees, airline tickets, train tickets, cruises, hotel reservations, car rentals, transfers and other private transportation, tours, or other land arrangements, entertainment, excursions, shipping, shopping, deliveries, household management, pet care & services, catering, venues, and other requests.

The client understands and agrees that their electronic or fax signature is legally binding.

## CHARGE BACKS, REVERSE, OR RECOLLECT

Alacrity Travel & Lifestyle professional fees are non-refundable.

The bulk of Alacrity Travel & Lifestyle's business is conducted via the use of credit or debit cards including MasterCard, Visa, Discover, and American Express. You are required to provide written authorization to apply funds to arrangements in your name for every transaction for your trip or service. Your authorization, be it the full formal authorization or the shortened text version of authorization, is a binding agreement for Alacrity Travel & Lifestyle to charge your card, and as such, you waive any right to a chargeback in the case of a cancellation for any cause (except fraud), including a force majeure event, and agree to the refund policies dictated by the travel supplier. For any reason, any service provider is unable to provide the services for which you have contracted, your remedy lies against the provider and not against Alacrity Travel & Lifestyle. In the event you attempt to chargeback, reverse, or recollect a payment already made without our express written consent, Alacrity Travel & Lifestyle reserves the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection including, without limitation, attorney fees and Alacrity Travel & Lifestyle's hourly rate of \$65 per hour.

If the credit card is declined, you will guarantee that you will settle any amounts due to Alacrity Travel & Lifestyle via money order or cash immediately.

## CLIENT ADDITIONAL RESPONSIBILITIES

The Client will effectively communicate their needs with Alacrity Travel & Lifestyle.

The Client agrees to provide Alacrity Travel & Lifestyle, suppliers, and contractors with access deemed necessary or advisable by Alacrity Travel & Lifestyle to provide Services.

The Client agrees that it is solely responsible for providing accurate information for the Services. Providing information includes but is not limited to names, passport numbers, dates of travel or events, departure, and arrival location, personal medical conditions, special instructions, and any other information requested to provide the best possible service. Any additional information asked to provide the best possible service by Alacrity Travel & Lifestyle. Any inaccurate information Client provides, or a failure to provide information and the consequences of doing are the Client's sole responsibility and not Alacrity Travel & Lifestyle's obligation or liability.

Suppose the Client fails to provide accurate information regarding any document, contract, or confirmation or needs to make changes to the Service after approval. In that case, the Client agrees to be charged additional Fee(s) for those correction changes. Suppliers may also have an additional change fee of their own. Changes may not be available in some circumstances; therefore, all reservations may be at fault.

Suppose Alacrity Travel & Lifestyle or providers cannot gain access to the Client's information, as required for service, the Client will be charged the total cost of Alacrity Travel & Lifestyle service plus any incurred by the supplier.

Further, the Client agrees that any changes required and result in additional fees, penalties, or cancellation of any part or all the service by any Suppliers are the Client's sole responsibility. Client releases Alacrity Travel & Lifestyle from any such liability.

## **Document Review**

The client agrees to review all documents for accuracy upon receipt and understand that they should contact Alacrity Travel & Lifestyle if they have any questions. Upon accepting any itinerary, service, or product, the Client agrees that Alacrity Travel & Lifestyle has no liability for errors not reported to Alacrity Travel & Lifestyle in writing within 24 hours after it is sent to them. The client understands that some items and services are non-refundable immediately upon purchase.

# **TRAVEL INFORMATION**

**BY OFFERING TRAVEL FOR SALE TO PARTICULAR DESTINATIONS, ALACRITY TRAVEL & LIFESTYLE DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. PARTICIPATION CONSTITUTES THE ACCEPTANCE OF SUCH EVENTS AT EACH TRAVELER'S OWN RISK.**

## **Travel Documents**

Required travel documents, including passports, visas, and health/vaccination certificates are your responsibility. Valid Passports are absolutely required for all international destinations and the expiration date should be at least six (6) months following the return date of your trip. Some countries require that your passport have two to four blank visa/stamp pages. Some airlines will



not allow you to board if this requirement is not met. For more information, see: <https://travel.state.gov/content/passports/en/passports/FAQs.html>.

When traveling domestically or internationally, the US Transportation Security Administration (TSA) and US Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight. Examples can be found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. Some examples are DHS--designated enhanced driver's license, US Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records.

Additionally, a visa and proof of vaccinations may be required. Please note that even when a visa is issued, a traveler may be denied entry since each country's local immigration officials make the final entry decision. Several factors, including past criminal record, may contribute to the decision of the local immigration official(s). Should a visa not be issued, Alacrity Travel & Lifestyle is not responsible for lost payments made toward the contemplated trip.

If traveling to or through Canada, travelers with a Driving While Intoxicated (DWI) or other conviction record, should always check whether current rules exclude admission, and potential waivers. Alacrity Travel & Lifestyle feels it is an invasion of privacy to make such an inquiry. The final decision of entry rests with the immigration or border services officer. For more information see: <http://www.cic.gc.ca/english/information/faq/inadmissibility/index.asp> and <http://www.immigrationfacts.ca/enter-canada-with-dui-or-dwi>.

Visit the US State Department website at <https://travel.state.gov> on a regular basis for information regarding incidence of disease, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States.

Required or advised inoculations you decide to obtain upon the advice of your personal physician may need to be administered in a series of doses months ahead of your planned departure, and such time elements should be taken into account by you when making deposits and/or nonrefundable final payments. Visit the websites of the US Centers for Disease Control (<https://www.cdc.gov>) and the International Society of Travel Medicine (<https://www.istm.org>).

Travel to certain destinations may involve greater risk than others. Alacrity Travel & Lifestyle urges clients to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at: <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov> and <http://www.cbp.gov>.

The Smart Traveler Enrollment Program (STEP) is a free service provided by the US Government to US citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and can be completed by going to <https://step.state.gov/step/>.

## Travel Notices

The client understands that discounted fares typically involve restrictions and that changing any aspect of their travel arrangements may result in additional money payment.

## Transportation Security Administration (TSA)

The client understands that the Transportation Security Administration (TSA) requires travelers to carry a government-issued identification card to board a flight. The client understands that the name, date of birth, and gender that appears on the identification card must exactly match the same data listed on a traveler's airline ticket and in their booking records. The client acknowledges that their failure to comply with these requirements strictly may hinder boarding or cause an undue delay at an airport security checkpoint, causing them to miss their flight. The client further acknowledges that beginning on May 7, 2025, the Client must present a driver's license or another form of identification that complies with the Federal Real ID Act (see [REAL ID | Homeland Security \(dhs.gov\)](#) for more information).

## International Travel – Passport/Visa

The client understands that if traveling internationally, they must have a valid passport and may need to obtain one or more visas depending on their destination and nationality.

- Note to Client: Passport and visa information may be obtained by contacting the Travel Advisory Section of the U.S. State Department at 202.647.5225 or visiting the State Department's Web site [Travel \(state.gov\)](#). Non-U.S. passport holders should be sure to contact the embassies of their destination and transit countries to obtain entrance requirements. To obtain medical information, you may contact the Centers for Disease Control at 404.332.4559 or visit the CDC's Web site at [Centers for Disease Control and Prevention \(cdc.gov\)](#).
- Visas and/or passports may also be attained by using a visa and/or passport service. Alacrity Travel & Lifestyle would be happy to refer you to a service provider.

## Travel Warnings

The client understands and acknowledges that travel to many parts of the world may involve the risk of various hazards to their health and/or safety, including but not limited to disease, crime, terrorism, and warfare.

Because each traveler's risk tolerance is different, Alacrity Travel & Lifestyle cannot advise Client whether they should travel to any particular place at any particular time. Rather, to assist in making an informed decision, the Client should refer to objective third-party sources of travel information, such as that maintained by the U.S. Department of State [International Travel \(state.gov\)](https://www.state.gov)

The client is responsible for making themselves aware of the travel warnings, travel restrictions, and rules and understands the risks, accepting of these, and hold Alacrity Travel & Lifestyle harmless for any known or unknown travel restrictions, death, illness, cancellations by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider, financial loss, quarantining rules or measures put in place at airports or destinations you are traveling to and through.

The client further agrees to hold Alacrity Travel & Lifestyle harmless for any financial penalties or fees imposed by the by suppliers, hotels, airlines, cruise lines, tour agencies, or any other travel provider due to cancellations or postponements due to COVID-19 and agrees not to institute a credit card dispute or "charge back" to Alacrity Travel & Lifestyle or any suppliers for services for said penalties or fees.

The client is responsible for making themselves aware that additional screening procedures and restrictions may occur at airports and in public areas. The client has been advised that these restrictions may include mandatory face coverings and/or temperature checks in airports, hotels, cruise ships, trains, or other means of transport.

The client is responsible for making themselves aware that immigration, testing, quarantine, or other procedures and restrictions may be put in place before or during your travels that may impede your ability to enter or exit your destination as planned.

The client is aware that it is their personal decision to travel and, in doing so, takes full responsibility for their actions.

## Travel Insurance

Alacrity Travel & Lifestyle strongly encourages the purchase of travel insurance. The client understands that they may purchase travel insurance to cover and protect certain risks inherent in travel, such as supplier bankruptcy and the inability to travel due to a medical or personal emergency, in the event of trip cancellation, trip delay, trip interruption, missed connection, baggage loss, theft or damage, baggage delay, emergency medical and dental expenses, and emergency medical transportation, among other unforeseen circumstances. The client can request travel insurance quotes, are allowed to purchase insurance, and the opportunity to read and understand the Terms and Conditions of the protection plans.

Regarding travel insurance:

- Many countries and travel companies have mandatory travel insurance requirements. Example: The insurance must cover personal injury and emergency medical expenses.
- Travel insurance protects you from any unforeseen events as most health insurance policies will not cover you in a foreign country. The U.S. State Department recommends reviewing your health insurance before leaving the country because most policies (including Medicare and Medicaid) won't cover you abroad. This means you will be responsible if you get sick or injured during your trip.
- The client is aware that pre-existing conditions are ONLY waived if payment for the policy is received within a certain number of days of the initial deposit. This time frame is specific to the plan being purchased.
- Some credit cards provide coverage. It is up to the client to review their policies and term and conditions.

Alacrity Travel & Lifestyle will NOT be responsible should you not purchase insurance and/or miss the deadline to purchase the insurance with the pre-existing conditions waiver.

## **Global Pandemic/COVID-19/Nation Disasters/Country Unrest**

As the worldwide COVID-19 coronavirus pandemic remains ongoing at this time, the purchaser also acknowledges that for this reason and other reasons not reasonably foreseeable at this time, travel plans may be interrupted or canceled by the supplier that is providing them, by a government entity and/or other third parties over which Alacrity Travel & Lifestyle has no control. 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 your rights and remedies, including your right to

receive a refund, in such an event. In addition, while there is always an inherent risk that you take when deciding to travel, the current pandemic (namely COVID-19) brings a new set of risks and challenges that need to be understood before you agree to book your upcoming trip. Some of the new risks and considerations are laid out in this waiver.

By booking your upcoming trip with Alacrity Travel & Lifestyle, you agree to these additional terms and are bound by this agreement and any additional terms and conditions of the supplier applicable to your travel arrangements. You agree to hold Alacrity Travel & Lifestyle harmless for any and all responsibility after acceptance of this waiver. If there are multiple people on the travel reservation, all consenting adults must sign this waiver and adhere to the following terms and conditions before services are rendered.

While there is not a ban on travel, it is a notice that repatriation will not be a quick response by our government, and you may be stuck in a country responsible for your own care and accommodation and at additional personal expense. Alacrity Travel & Lifestyle has no control over governmental or health authorities as it relates to safety protocols put in place which may include but are not limited to temperature checks, the requirement to wear a face mask, required on-site COVID-19 tests at your own expense, mandated quarantines, or refusal of entry into a destination.

You are traveling at your own risk, realizing that there is a possibility of exposure or contraction of the COVID-19 virus or another pandemic during travel. The result may require quarantine procedures as dictated by the governing body in the US or in the destination you are traveling to. Any additional expense incurred from these procedures is your responsibility. By purchasing travel through Alacrity Travel & Lifestyle, you will not hold Alacrity Travel & Lifestyle liable for any financial, physical, mental, or emotional consequences that may arise.

If your plans are canceled due to force majeure, you are bound by the payment terms and conditions of each supplier. This may mean that your deposit will not be refunded, change/cancellation penalties will not be waived, or you may be required to accept a voucher for future use instead of a cash refund. This is not at our discretion to change or modify; this comes directly from suppliers such as airlines, tour operators, cruise lines, and hotels. However, we will continue to advocate for you through the process. The initial professional fee paid to Alacrity Travel & Lifestyle remains non-refundable. Refunds from suppliers are considered cancellations and professional fees are considered earned.

The definition of force majeure is, in relation to our company, any circumstances beyond our reasonable control including acts of God, explosion, civil disturbances, sickness, pandemics, quarantines, war or threat of war, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbances, government intervention, weather conditions, floods, forceful winds, defects in machinery and vehicles, delays or other unforeseeable events. Alacrity Travel & Lifestyle shall not be deemed to be in breach of these terms and conditions or otherwise liable to you in the event of force majeure. If suppliers are affected by force majeure, they may vary or cancel any itinerary or arrangement in relation to your trip as per their terms and conditions.

The current travel environment is changing rapidly and is extremely fluid. Alacrity Travel & Lifestyle has provided you with the latest information at its disposal regarding the policies related to destination entry requirements as well as policies related to each travel component booked through Alacrity Travel & Lifestyle. You agree to hold Alacrity Travel & Lifestyle harmless if any changes occur between the notice given and the start of travel. Alacrity Travel & Lifestyle recommends every passenger register with the [Smart Traveler Enrollment Program \(state.gov\)](#) program. It is your responsibility to register independently as this is a government locator program designed to track US travelers abroad. It is also your responsibility to monitor recommendations from sources such as the Center for Disease Control and the World Health Organization and make an informed decision regarding your travel plans.

The current pandemic may limit the services and amenities available in your destination. Experiences such as offsite excursions and watersports may be limited or unavailable. Dining and beverage options may also be limited at the resort or cruise line's discretion. By purchasing your trip through Alacrity Travel & Lifestyle, you understand that these limitations are out of Alacrity Travel & Lifestyle's control and not a release from travel suppliers' payment terms and conditions.

## ACKNOWLEDGEMENT ONCE A TRIP OR SERVICE IS BOOKED

Upon depositing or paying for your trip or service in full, you agree you requested that Alacrity Travel & Lifestyle make one or more reservations on your behalf. As the worldwide COVID-19 coronavirus pandemic remains ongoing at this time, you acknowledge that for this reason, and other reasons not reasonably foreseeable at this time, your travel plans may be interrupted or canceled by the supplier that is providing them, a government entity or other third party over which Alacrity Travel & Lifestyle has no control. You 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 your rights and remedies, including your right to receive a refund in

such an event. Moreover, you understand that should you 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 signing below, you hereby agree to hold Alacrity Travel & Lifestyle harmless and release it from any and all liability for any damages, including but not limited to monetary losses you may incur as a result of such interruption or cancellation of your travel plans.

## Privacy Policy

[Alacrity Travel & Lifestyle Privacy Policy](#)

## Warranties and Disclaimers

Alacrity Travel & Lifestyle makes no representations or warranties hereunder except that it has the competency and skill necessary to perform the services and shall utilize professional skill, diligence, and care to ensure that all services are scheduled and completed to the satisfaction of the Client and that all services provided under an Agreement shall be performed with due diligence and excellently and professionally, per recognized industry standards. Alacrity Travel & Lifestyle makes no representation or warranties, express, implied, or otherwise, concerning the results of the services provided hereunder. Alacrity Travel & Lifestyle expressly disclaims any responsibility for, and Client waives explicitly any claims related to losses that Client may suffer as a result of services offered or Alacrity Travel & Lifestyle's personnel in providing such services (except those directly caused by the gross negligence or willful misconduct of Alacrity Travel & Lifestyle).

Alacrity Travel & Lifestyle services include independent suppliers and subcontracted services. Before referring or subcontracting the services to such businesses and professionals, Alacrity Travel & Lifestyle conducts relevant diligence and background checks. No subcontract shall relieve Alacrity Travel & Lifestyle of its obligations under an Agreement. Alacrity Travel & Lifestyle's employees and all its agents and subcontractors shall be insured, bonded, and carry workers' compensation, if necessary, for their trade and the services' performance. Alacrity Travel & Lifestyle may receive commissions or other benefits from subcontractors, providers, and suppliers. The Client understands and agrees that they are independent providers and do not act on behalf of Alacrity Travel & Lifestyle. They are not servants, agents, or Alacrity Travel & Lifestyle employees and are not in a joint venture or an affiliate of Alacrity Travel & Lifestyle. The Client acknowledges and agrees that Alacrity Travel & Lifestyle does not own, operate, or exercise any

control or influence over third-party suppliers or vendors. Therefore, Alacrity Travel & Lifestyle shall not be responsible for the acts or omissions of such suppliers or vendors.

Client agrees that Alacrity Travel & Lifestyle is not responsible for, nor will Client attempt to hold it liable for, any injury, damage, or loss the Client may suffer on account of any conditions, actions, omissions, or data breaches beyond its reasonable control.

Alacrity Travel & Lifestyle shall, in carrying out the services, comply with all applicable laws, statutes, regulations, rules, codes, and standards applicable to the services, including without limitation all personal information and privacy laws and regulations. Alacrity Travel & Lifestyle acknowledges that certain confidential information of Client and its respective family members, employees, and travelers have been or will be made available in connection with an Agreement to provide requested services. Alacrity Travel & Lifestyle hereby agrees that it will not, either during an Agreement or at any time after that, disclose any confidential information, in whole or in part, to any person or entity, for any reason or purpose whatsoever, unless authorized verbally or in writing to do so by Client or its respective family members, employees, and/or travelers. Alacrity Travel & Lifestyle further agrees that it shall not use any confidential information for Alacrity Travel & Lifestyle's purposes or the benefit of any other person or entity, except Client, whether such use consists of duplication, removal, oral use, or disclosure, the transfer of any confidential information in any manner, or any other unauthorized use unless Client has given its consent to such use. This does not apply to publicly available information or that the recipient already properly knew, developed, or received independently. All confidential documents shall be returned or destroyed at the Client's option or its respective family members, employees, and/or travelers as applicable.

Professional fees paid by the Client for planning and booking are not an obligation of Alacrity Travel & Lifestyle to guarantee the quality or timing of the service or events, including delays or cancellation of such services or events in whole or part.

Alacrity Travel & Lifestyle advises the Client to use a credit card as this may allow them to dispute a charge should a vendor or supplier cease operating. Alacrity Travel & Lifestyle advises that some airlines operate under Chapter 11 bankruptcy protection.

## **Indemnity by Client**

Client agrees to release, indemnify, defend and hold harmless Alacrity Travel & Lifestyle from and against any and all losses, penalties, fines, costs, expenses (including reasonable attorneys' and consultants' fees), claims, damages, liabilities, and judgments arising (directly or indirectly) out of



or resulting from (i) the services to be provided by Alacrity Travel & Lifestyle under an Agreement, including, without limitation, the acts or omissions (negligent or otherwise) of the officers, agents or employees of Alacrity Travel & Lifestyle, which have not directly resulted from their gross negligence or willful misconduct, (ii) the acts or omissions (negligent or otherwise) of Client, its employees or its agents or (iii) Clients' breach of any representation, warranty, covenant or agreement contained in an Agreement or any contract, arrangement or agreement made on behalf of Client by Alacrity Travel & Lifestyle. This provision shall survive the expiration or termination of an Agreement. In the unlikely event that the Client has a dispute with Alacrity Travel & Lifestyle, the Client hereby agrees that the dispute shall be settled by arbitration through an arbitrator in Larimer County, Colorado.

### **Limitation of Liability**

Neither Alacrity Travel & Lifestyle nor any personnel provided by Alacrity Travel & Lifestyle shall be liable for any incidental, special, or consequential damages resulting from or related to an Agreement or the services provided hereunder. The client hereby acknowledges and agrees that its recourse against Alacrity Travel & Lifestyle for a breach of the agreement shall consist solely of the right to demand a refund of any amounts paid by the Client to Alacrity Travel & Lifestyle. The total liability of Alacrity Travel & Lifestyle (and all employees, agents, or personnel provided by Alacrity Travel & Lifestyle) to Client resulting from or relating to an Agreement or the services provided hereunder shall in no event exceed in the aggregate the amount paid by Client to Alacrity Travel & Lifestyle under an Agreement. The parties acknowledge that there are no third-party beneficiaries to an Agreement.

### **Termination**

Notwithstanding anything herein contained to the contrary, the parties shall have the right to terminate an agreement at any time as follows: (a) Alacrity Travel & Lifestyle shall have the right to terminate an agreement if Client fails to pay any amount due hereunder within fifteen (15) days after such amount becomes due; (b) either party shall have the right to terminate an agreement if the other party is in default hereunder, and the defaulting party fails to cure the default within thirty (30) days after written notice is given by the non-defaulting party; and (c) Alacrity Travel & Lifestyle shall have the right to terminate an agreement with respect to Client or an authorized recipient of Services if the Alacrity Travel & Lifestyle determines, in its reasonable discretion, that Client or such recipient is abusing or overusing the Services, and Client shall be entitled to a refund of the unused portion of the fees paid hereunder with respect to such recipient of the Services; (d) Client disagrees with any changes to the Alacrity Travel & Lifestyle's Notices and

Privacy Policy, Client will be refunded any unused portion of pre-paid hours. (e) Either party determines that services are no longer needed or, and all fees are paid in full and services to date have been fulfilled. (f) The client disagrees with purchasing additional Services. Termination of an agreement shall not affect any liability of the Parties accruing before such termination.

## **Miscellaneous**

(a) except for the payment of the fees due here-under, performance here-under shall be extended for a period of time equal to the delay caused by or resulting from acts of God, war, civil disruption, casualty, telephone or electric service interruptions or malfunctions, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either party to the other, or causes beyond the control of such party; (b) Client may not, by operation of law or otherwise, assign an agreement, nor any rights or interests here-under, without the prior written consent of Alacrity Travel & Lifestyle; (c) an Agreement shall be governed by and construed in accordance with the laws of the state of Colorado, notwithstanding the principles of conflicts of law; (d) an Agreement, together with all exhibits and schedules attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and an Agreement may not be modified except by a writing executed by the parties hereto; (e) an Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, binding on all parties to an Agreement, notwithstanding that all parties may not have executed all counterparts or the same counterpart; and (f) the individual consenting to the services on behalf of Client has the full right, power and authority to consent to an Agreement and to bind Client to the terms hereof.

## **Relationship of the Parties**

Nothing herein contained shall be deemed or construed to create a partnership or joint venture between the parties hereto. Alacrity Travel & Lifestyle shall be providing all Services hereunder as an independent contractor.

**It is the responsibility of each traveler to read these terms and conditions in its entirety along with those of suppliers. In addition, Alacrity Travel & Lifestyle reserves the right to modify these terms and conditions. If there is any part of these terms and conditions that you do not agree with, we request you do not use our services.**